

**AP830788 - The University of New South Wales, Australian Defence Force Academy
General Staff Award 2003**

This AIR consolidated award incorporates all amendments up to and including 16 March 2006 (variation [PR969874](#)).

Clauses affected by the most recent amendment(s) are:

[20. Classifications and minimum rates of pay](#)

[21. Allowances](#)

[33. Supported wage](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00758 of 1998)

**AUSTRALIAN DEFENCE FORCE ACADEMY (GENERAL STAFF)
(UNIVERSITY COLLEGE) (INTERIM) AWARD 1988**

[ODN C No. 3128 of 1986]

[AW765672 Print H3072]

Educational services

SENIOR DEPUTY PRESIDENT DUNCAN

SYDNEY, 8 DECEMBER 2003

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 5 December 2003 [[PR941554](#)], the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award will be known as The University of New South Wales, Australian Defence Force Academy General Staff Award 2003.

2. ARRANGEMENT

This award will be arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Definitions
4. Incidence and period of operation
5. Relationship with other awards
6. Parties bound [PR945515]
7. Anti-discrimination

Part 2 - Award flexibility

8. Enterprise flexibility arrangements
9. Index of facilitative provisions

Part 3 - Dispute settling procedures

10. Procedure to avoid industrial disputation

Part 4 - Employment arrangements

11. Types of employment [PR948450]
12. Fixed term employment
13. Probation

Part 5 - Separation of employment arrangements

14. Termination of employment
15. Redundancy

Part 6 - Hours of work arrangements

16. Hours of work
17. Shift arrangements and penalties [PR948450]

Part 7 - Overtime arrangements

18. Overtime [PR948450]
19. Meal breaks

Part 8 - Salaries, classifications and allowances

20. Classifications and minimum rates of pay [PR969874]
21. Allowances [PR969874]

Part 9 - Leave and related arrangements

- 22. Annual leave
- 23. Annual leave loading
- 24. Sick leave
- 25. Long service leave
- 26. Parental leave
- 27. Special leave
- 28. Bereavement leave
- 29. Jury service
- 30. Employee called as witness
- 31. Public holidays

Part 10 - Miscellaneous matters

- 32. National training wage
- 33. Supported wage [[PR969874](#)]
- 34. Accident pay

Schedule A - Position classification standards

Schedule B - Classification descriptors

Schedule C - Minimum call out for casual employees [[PR948450](#)]

Schedule D - Seasonal, part-year or annualised hours employment [[PR948450](#)]

3. DEFINITIONS

- 3.1 Act** means the *Workplace Relations Act 1996*.
- 3.2 ADFA** means the Australian Defence Force Academy.
- 3.3 Base rate of pay** means the total remuneration an employee is entitled to receive for performing their ordinary hours of work and will not include overtime, penalty rates, disability allowances, shift allowances, special rates or any other payments of a like nature.
- 3.4 Casual employee** means an employee engaged by the hour and paid on an hourly basis that includes a loading related to award based benefits for which a casual employee is not eligible.
- 3.5 University** means the University College of the University of New South Wales at the Australian Defence Force Academy in the Australian Capital Territory.
- 3.6 Commission** means the Australian Industrial Relations Commission.
- 3.7 Continuing employment** means all employment other than fixed term or casual employment and includes full-time and part-time employment.
- 3.8 Continuous service** means, unless otherwise specified, unbroken service except for leave approved by the University.
- 3.9 Employee** means a general staff employee of the University who is employed in any of the types of employment under this award, but does not include a member of its academic staff.
- 3.10 Employee representative** means an employee appointed by an employee or by a union which is a party to this award.
- 3.11 Fixed term employment** means employment for:
- 3.11.1** a specified term or ascertainable period for which the instrument of appointment will specify the starting and finishing dates of that employment; or
 - 3.11.2** a defined period where, instead of a finishing date, the instrument of employment will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire; and
 - 3.11.3** which, during the term of employment, the contract is not terminable by the University other than during a probationary period, or for cause based on serious or wilful misconduct.
- 3.12 Full-time employee** means a general staff employee of the University in full-time employment.

- 3.13 Full-time employment** means all employment other than part-time or casual employment and includes continuing and fixed term employment.
- 3.14 Ordinary time rate of pay** means the applicable salary rate set out in clause 20 - Classifications and minimum rates of pay, plus any shift loading, including weekend and public holiday penalty rates earned by an employee employed on regularly rostered shifts forming the ordinary hours of duty and not worked as overtime.
- 3.15 Overtime** means time worked in excess or outside of the applicable ordinary hours of duty set out in clause 16 - Hours of work.
- 3.16 Part-time employee** means a general staff employee of the University in part-time employment.
- 3.17 Part-time employment** means employment for less than the weekly ordinary hours specified for a full-time employee set out in clause 16 - Hours of work, which has reasonably predictable hours of work, which provides for the University and the employee to agree on the hours to be worked each week and the days on which those hours will be worked and for which an employee receives on a pro rata basis salary and conditions equivalent to those of full-time employees who do the same kind of work.
- 3.18 The University** means the University of New South Wales.
- 3.19 Union** means an organisation of employees set out at clause 6 - Parties bound.
- 3.20** Reference to the singular number means and includes reference to the plural number.

4. INCIDENCE AND PERIOD OF OPERATION

4.1 This award will apply to all general staff employees employed by the University.

4.2 This award will take effect from the beginning of the first pay period commencing on or after 26 November 2003 and shall remain in force for a period of six months.

5. RELATIONSHIP WITH OTHER AWARDS

5.1 This award will rescind and replace the following awards as they apply to general staff employees, as defined, of the University:

5.1.1 Australian Defence Force Academy (General Staff) (University College) (Interim) Award 1988 [AW765672 Print H3072];

5.1.2 Higher Education General and Salaried Staff (Interim) Award 1989 [AW783516 Print J0369];

5.1.3 Higher Education General Staff Salaries and Classifications Award 2002 [AW815928 [PR917810](#)];

5.1.4 Higher Education Contract of Employment Award 1998 [AW784204 Print Q0703]; and

5.1.5 Metals and Engineering Workers' Union - Australian Defence Force Academy (University College) (Interim) Award 1988 [AW788093 Print H2097].

5.2 Nothing in this award will in itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to or at the commencement of this award in regard to allowable matters prescribed in the Act.

6. PARTIES BOUND

[6 substituted by [PR945515](#) ppc 01Apr04]

This award shall be binding, according to its terms, upon:

- 6.1** The University, in respect of its employees, as defined in clause 3 - Definitions, employed in the Australian Capital Territory; and
- 6.2** CPSU, the Community and Public Sector Union (CPSU); and
- 6.3** Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU); and
- 6.4** National Tertiary Education Industry Union (NTEU).

7. ANTI-DISCRIMINATION

- 7.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2** Accordingly, in fulfilling their obligations under clause 10 - Procedure to avoid industrial disputation, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3** Nothing in this clause is taken to affect:
- 7.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 7.3.2** junior rates of pay;
 - 7.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 7.3.4** the exemptions in s.170CK(3) and (4) of the Act.

PART 2 - AWARD FLEXIBILITY

8. ENTERPRISE FLEXIBILITY ARRANGEMENTS

(See ss.113A and 113B of the Act)

Where the University or its employees wish to pursue an agreement at the level of the work unit or the enterprise about how the award should be varied so as to make the enterprise or work unit operate more efficiently according to its particular needs, the following process will apply:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or work unit will be established.
- 8.2** For the purpose of the consultative process, the employees may nominate a union or another person to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission.

9. INDEX OF FACILITATIVE PROVISIONS

9.1 A facilitative provision is one that provides for flexibility to vary conditions within established award parameters, subject to agreement between the University and a union and/or an employee, or the majority of employees, in the enterprise or workplace concerned. Facilitative provisions will not be used as a device to avoid award obligations nor should the provisions result in unfairness to an employee or employees covered by this award.

9.2 The facilitative provisions that may be considered are set out below:

Clause title	Clause number
Variation to rosters	17.5.3
Overtime - time off instead of payment	18.9.1

PART 3 - DISPUTE SETTLING PROCEDURES

10. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

- 10.1** The procedures set out in this clause will apply for the avoidance and settlement of industrial disputes arising from the operation of this award. It should be facilitated by the earliest possible advice by one party to the other of any issue or problem that may give rise to a grievance or dispute.
- 10.2** The following procedures will apply where a dispute exists:
- 10.2.1** in the first instance, discussions between the employee concerned, along with his or her representative if requested, and the immediate supervisor;
 - 10.2.2** if the issue is not resolved, discussions will occur involving the employee and his or her representative and senior management;
 - 10.2.3** if the issue is not resolved, an employee may be represented by an official from the relevant union to discuss the issue with a nominated University representative; and
 - 10.2.4** if the steps outlined in 10.2.1 to 10.2.3 are exhausted without the dispute being resolved, any party involved in the dispute may seek the assistance of the Commission to resolve the dispute.
- 10.3** Throughout all stages of these procedures, the issues in dispute and relevant facts will be identified and recorded.
- 10.4** Reasonable time limits will be allowed for the completion of the various stages of the procedure. At least seven days will be allowed for all stages of the procedure to be finalised.
- 10.5** While this procedure is being followed, no industrial action is to be taken by any party in respect of the matters in dispute and all scheduled and/or normal work is to continue, except where the dispute relates to a genuine occupational health and safety matter.
- 10.6** An employee representative will be allowed reasonable time to represent an employee in relation to these procedures.
- 10.7** Leave of absence, with pay, will be granted to an employee representative who has been involved in attempts to resolve a dispute under this clause. This applies to an employee representative who is to attend proceedings in the Commission in relation to a dispute and whose attendance would assist in the resolution of the dispute. The duration of the leave may be extended to cover reasonable time to prepare for the Commission proceedings.
- 10.8** An authorised employee representative will be granted leave of absence, with pay, to undertake pre-approved (by the University) dispute resolution training on the following conditions:

- 10.8.1** the content of the training will enhance the employee representative's role in dispute resolution, consistent with the procedures of this clause;
 - 10.8.2** it is subject to the University's operating requirements;
 - 10.8.3** payment for the leave will not include shift or penalty payments, or overtime payments, or any other payment of a like nature; and
 - 10.8.4** leave granted under the terms of this clause will count as service for all purposes.
- 10.9** The provisions of 10.8 will apply to a maximum of three nominated union delegates only. Each delegate will be permitted to attend a maximum of five days pre-approved dispute resolution training per year.

PART 4 - EMPLOYMENT ARRANGEMENTS

11. TYPES OF EMPLOYMENT

11.1 General

11.1.1 The University shall employ a person as an employee in one or other of the following types of employment prescribed in this clause and in accordance with this award:

11.1.1(a) full-time employment;

11.1.1(b) part-time employment;

11.1.1(c) casual employment;

11.1.1(d) fixed term employment, which may include full-time or part-time employment.

[11.1.1(e) inserted by [PR948450](#) ppc 07Jul04]

11.1.1(e) Subject to clause 11.2.10, seasonal, part-year or annualised hours employment.

11.1.2 An employee may perform additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.

11.1.3 No provision in this award will limit the number or proportion of employees that the University may employ in any of the types of employment referred to in 11.1.1.

11.1.4 The terms and conditions relating to fixed term employment will be as set out in clause 12 - Fixed term employment.

11.2 Casual employment

[11.2. varied by [PR948450](#) ppc 07Jul04, from 07Jan05]

A casual employee will be engaged by the hour and paid:

11.2.1 by the hour and on a base rate of pay according to his or her classification; and

[11.2.2 substituted by [PR948450](#) ppc 07Jul04]

11.2.2 a loading of 23 per cent on the base rate of pay, which is in lieu of benefits not provided to a casual employee, including all leave entitlements, penalties and loadings not provided to a casual employee.

[11.2.3 inserted by [PR948450](#) ppc 07Jul04]

11.2.3 The minimum period of engagement for a casual employee will be as follows:

11.2.3(a) Persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of 1 hour.

11.2.3(a)(i) Without limiting the scope of clause 11.2.3(a) for the purpose of clause 11.2.3(a), a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the University.

11.2.3(b) Persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one hour.

11.2.3(c) Employees in an occupational group, as set out in Schedule C, shall have a minimum period as described in that schedule.

11.2.3(d) All other casual employees shall have a minimum period of engagement of three hours.

11.2.3(e) In order to meet his/her personal circumstances, a casual employee may request and the University may agree to an engagement for less than the minimum of three hours.

[11.2.4 inserted by [PR948450](#) ppc 07Jul04]

11.2.4 The conversion from casual to non-casual employment shall be as follows:

11.2.4(a) An employee must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.

11.2.4(b) Upon appointment, the University shall advise a casual employee that, after serving qualifying periods, casual employees may have a right to apply for conversion and a copy of the conversion provisions of this Award shall be made available to such employees.

11.2.4(c) The University shall also take reasonable steps from time to time to inform casual employees of the conversion provisions of this Award.

11.2.4(d) An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Award.

11.2.5 Eligibility for conversion shall be as follows:

[11.2.5 inserted by [PR948450](#) ppc 07Jul04]

To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

11.2.5(a) over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50 per cent of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

11.2.5(b) over the immediately preceding period of at least 24 months.

[11.2.6 inserted by [PR948450](#) ppc 07Jul04]

11.2.6 For the purposes of this clause, occasional and short-term work performed by the employee in another classification, job or department shall not:

11.2.6(a) affect the employee's eligibility for conversion; or

11.2.6(b) be included in determining whether the employee meets or does not meet the eligibility requirements.

[11.2.7 inserted by [PR948450](#) ppc 07Jul04]

11.2.7 The University shall 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:

11.2.7(a) the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;

11.2.7(b) the employee is a genuine retiree;

11.2.7(c) 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);

11.2.7(d) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;

11.2.7(e) the employee does not meet the essential requirements of the position; or

11.2.7(f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

[11.2.8 inserted by [PR948450](#) from 07Jan05]

11.2.8 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

[11.2.9 inserted by [PR948450](#) ppc 07Jul04]

11.2.9 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with clause 12 – Fixed Term Employment. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University’s operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the employee’s casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under 11.3.

[11.2.10 inserted by [PR948450](#) ppc 07Jul04]

11.2.10 Conversion may be, but is not required to be, to seasonal, part-year or annualised hours employment. Conversion of a casual employee to seasonal, part-year or annualised hours employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties to the award.

[11.2.11 inserted by [PR948450](#) ppc 07Jul04]

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

11.2.11(a) long service leave, if, at the time of conversion, the University provides casual employees with an entitlement to long service leave. In such a case, casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and

11.2.11(b) any applicable unpaid parental leave.

[11.2.12 inserted by [PR948450](#) ppc 07Jul04]

11.2.12 An employee whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:

11.2.12(a) that rejection is solely based upon the ground set out in 11.2.7(c); and

11.2.12(b) that ground ceased to apply.

11.2.13 Seasonal, part-year or annualised hours employment

[11.2.13 inserted by [PR948450](#) ppc 07Jul04]

Terms and conditions for seasonal, part-year or annualised hours employees are set out in Schedule D. To the extent of any inconsistency between provisions contained in the body of this Award and the provisions in Schedule D, the provisions in Schedule D of the Award will prevail.

[11.2.14 inserted by [PR948450](#) ppc 07Jul04]

11.2.14 A dispute arising from the application of this clause shall be dealt with in accordance with the dispute procedures set out in Clause 10 – Procedure to avoid industrial disputation.

11.3 Terms of employment

Upon engagement, the University will provide to the employee an instrument of appointment that sets out the type of employment and informs the employee of the terms of employment at the time of the appointment in relation to:

- 11.3.1** for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- 11.3.2** for part-time employees, the pattern of hours to be worked, the hours to be worked each day, the days of the week the employee will work, and the starting and finishing times each day;
- 11.3.3** for a fixed term employee, the term of the employment (or instead of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire), the length and the terms of any period of probation, and the circumstance(s) by reference to which the use of fixed term employment has been decided for that employment;
- 11.3.4** for a casual employee, the duties required, the number of hours required, the rate of pay for each class of duty required, and a statement that any additional duties required during the employment will be paid for;
- 11.3.5** for any employee subject to probationary employment, the length and terms of the probation; and
- 11.3.6** other main conditions of employment, including the documentary or other recorded sources from which such conditions derive, and the duties and reporting relationships which apply to the appointment.

12. FIXED TERM EMPLOYMENT

12.1 General

The use of fixed term employment will be limited to the employment of an employee employed in a work activity that comes within the description of one or more of the following circumstances:

12.1.1 Specific task or project means a definable work activity that has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government, or funding comprised of payments of fees made by or on behalf of students.

12.1.2 Research means work activity by a person employed on research only functions for a contract period not exceeding five years.

12.1.3 Replacement employee means an employee:

12.1.3(a) undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his or her usual work area; or

12.1.3(b) performing the duties of:

12.1.3(b)(i) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

12.1.3(b)(ii) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position;

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

12.1.4 Recent professional practice

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be employed who has recent practical or commercial experience, such a person may be employed for a fixed period not exceeding two years.

12.1.5 Pre-retirement contract

Where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

12.1.6 Fixed term employment subsidiary to studentship

Where a person is enrolled as a student, employment under a fixed term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

12.1.6(a) such fixed term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

12.1.6(b) an offer of fixed term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

12.1.7 An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

12.2 Entitlements related to fixed term employment

An employee employed for a fixed term will be entitled to the benefits set out in 12.3 to 12.11, other than an apprentice or trainee employed in accordance with 12.1.7, except where otherwise provided.

12.3 Progression within a salary level

An employee employed for a fixed term who has a period of continuous service in a classification that has work value points within a level will be entitled to progress through that structure in the same way as an employee engaged as a full-time or part-time employee in the same or similar classification who is not employed for a fixed term.

12.4 Notice of cessation or renewal of employment upon expiry of contract

12.4.1 The University will provide an employee (other than an apprentice or an employee described in 12.1.3, 12.1.5, and 12.1.6) employed for a fixed term with written notice of the University's intention to renew, or not to renew, their employment upon the expiry of the contract. Such notice will be the greater of:

12.4.1(a) any entitlement to notice of the University's intention to renew, or not to renew, employment with the employee upon expiry of the contract; or

12.4.1(b) period of continuous service period of notice:

Not more than 1 year	At least 1 week, or the equivalent of a full pay period, whichever is the greater.
1 year but less than 3 years	At least 2 weeks, or the equivalent of a full pay period, whichever is the greater.
3 years but less than 5 years	At least 3 weeks, or the equivalent of a full pay period, whichever is the greater.
5 years or over	At least 4 weeks, or the equivalent of a full pay period, whichever is the greater.

12.4.2 In addition to the notice set out in 12.4.1, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

12.4.3 Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able to give the notice required by this clause, it will be sufficient compliance with this clause if the University:

12.4.3(a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and

12.4.3(b) gives notice to the employee at the earliest practicable date thereafter.

12.5 Severance pay

An employee employed for a fixed term whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment in accordance with 12.6 if any of the following conditions apply:

12.5.1 the employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in 12.1.1 or 12.1.2 and the same or substantially similar duties are no longer required by the University; or

12.5.2 the employee is employed on a fixed term contract to do work required for the circumstances described in 12.1.1 or 12.1.2 and the duties of the kind performed in relation to work continue to be required, but another person has been appointed, or is to be appointed, to the same or substantially similar duties; or

12.5.3 the employee is employed on a second or subsequent fixed term contract that commenced prior to 30 June 1998 and the employee would have been entitled to severance pay under the terms of the Higher Education (Non Continuing Contract Employment) Interim Award 1996.

12.6 Severance pay - entitlement

12.6.1 Pursuant to 12.5, an employee will be paid the following amount of severance pay:

Period of continuous service	Severance pay
Less than 1 year	nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

12.6.2 For the purposes of 12.6.1, **weeks pay** means the ordinary time rate of pay for the employee concerned.

12.6.3 For the purposes of this clause, a fixed term contract employee includes an employee who on or before 29 June 1998, was a non-continuing contract employee within the meaning of clause 2.1 of the Higher Education (Non Continuing Contract Employment) Interim Award 1996 at that date.

12.7 Further employment offered

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

12.8 Acceptable alternative employment

The University may make application to the Commission to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the employee.

12.9 Award entitlements and calculation of continuous service

12.9.1 An employee employed for a fixed term will be entitled to the same terms and conditions of this award that apply to a full-time or part-time employee who is not employed for a fixed term and who is employed in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

12.9.2 Breaks between fixed term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

12.9.3 Periods of approved unpaid leave will not count for service nor constitute breaks in service for the purposes of this clause.

12.10 No employee employed on a fixed-term contract (other than an employee employed on a pre-retirement contract within the meaning of 12.1.5) shall be prevented from making application to an employer, nor having their application for employment within the terms of this award considered, solely because the employee has previously been employed on a fixed-term contract by the same employer.

12.11 Transitional provisions

The provisions of 11.1.1, 11.1.2, 11.3 and 12.1 will not apply during the term of the existing contract of an employee employed for a fixed term on or before 30 June 1998, or to an employee whose employment is the subject of a form of fixed term contract in force as at 30 June 1998.

13. PROBATION

- 13.1** Except where otherwise determined by the University, an employee employed on full-time or part-time employment or for a fixed term may be required by the University to serve a period of probation not exceeding six months, taking into account the nature of the work and, in the case of fixed term employment, the duration of the appointment.
- 13.2** At any time during an employee's period of probation, the University may annul the employee's appointment. In such circumstances, the University shall give the employee one week's notice of its intention to do so or payment of one week's salary in lieu of such notice.
- 13.3** Within six weeks of the expiration of the period of probation, the University shall either:
- 13.3.1** confirm the appointment to the position;
 - 13.3.2** annul the appointment; or
 - 13.3.3** direct that the probationary period be extended for such further period as the University thinks fit, provided that the total period of probation does not exceed twice the period of the initial probation.
- 13.4** Where an employee on probation is advised in writing by the University that their period of probation is to be extended for a further period, the University shall confirm or annul the employee's appointment during the period of extension, but not later than two weeks prior to its expiration.
- 13.5** Where the University decides to annul the appointment of an employee pursuant to 13.4, the employee shall be given two weeks notice of termination of employment or shall be paid two weeks salary in lieu of such notice.
- 13.6** As a condition incidental to employment on probation, an employee will be advised of, and given an opportunity to respond to, any adverse material about the employee that the University intends to take into account in a decision to terminate the employment on or before the expiry of the period of probation.
- 13.7** Any second or subsequent fixed term employment will not contain a period of probation, where the employment is a continuation of the initial fixed term employment.

PART 5 - SEPARATION OF EMPLOYMENT ARRANGEMENTS

14. TERMINATION OF EMPLOYMENT

14.1 General

The provisions of this clause will apply to all employees in continuing employment and to those employees in fixed term employment whose contract is terminated during a probationary period. The provisions of this clause will not apply to employees exempted by these provisions and referred to at 14.3.

14.2 Notice periods

14.2.1 Where the employment of a full-time or part-time employee is to be terminated, the University will provide the employee with the following period of notice:

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks pay
3 years and up to the completion of 5 years	3 weeks pay
Over 5 years of completed service	4 weeks pay

14.2.2 In addition to this notice, an employee over 45 years of age, at the time of receiving notice pursuant to 14.2 with not less than two years continuous service, will be entitled to an additional one week's notice.

14.2.3 Payment instead of notice will be made if the University does not require an employee to work out a period of notice. Where the employee is only required to work part of the required period of notice, the University will pay out the remainder of the notice period.

14.2.4 Any payment instead of notice shall be calculated using the ordinary time rate of pay.

14.3 Employees exempted

14.3.1 The period of notice set out in this clause will not apply where employment is terminated as a consequence of serious misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

14.3.2 Where a trainee is retained by the University as an employee upon the completion of the traineeship, the period of his or her employment as an employee will be recognised by the University for the payment of entitlements on termination.

14.3.3 Where a trainee is re-engaged by the University within six months of the completion of the traineeship, the period of traineeship will be recognised by the University for the payment of entitlements on termination as service in determining any future entitlements on termination.

14.4 Time off during notice period

An employee who has been given notice of termination by the University will be allowed up to one day off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the University after consultation with the University.

14.5 Notice of termination by an employee

14.5.1 The notice of termination required by an employee will be the same as that required of the University (up to a maximum of two weeks), except that there will be no requirement on the employee to give additional notice based on the age of the employee concerned.

14.5.2 Where an employee fails to provide any notice of termination, the University may withhold any monies due to the employee, to a maximum amount equal to the ordinary time rate of pay for the period of notice not provided to the University.

15. REDUNDANCY

15.1 General

For the purposes of this clause, **redundancy** or **redundancy situation** means a situation where an employee, who is not a casual employee or a fixed term employee, is identified as surplus to the needs of the University as a result of the termination of the function formerly performed, or the classification formerly filled by the employee consequent upon:

- 15.1.1** financial and staffing constraints leading to the re-arrangement of functions and classifications;
- 15.1.2** reduced demand or other work-load factors;
- 15.1.3** technological change and development; or
- 15.1.4** legislative change.

15.2 Notice of redundancy

Where the University decides that redeployment of a redundant employee is not feasible:

- 15.2.1** an employee, other than an employee referred to in 15.2.2, will be entitled to six months written notice of termination;
- 15.2.2** an employee who has twenty or more years recognised service with the University or who is over 45 years of age will be entitled to twelve months written notice of termination.

15.3 Notice of transfer or termination

If, at the expiration of the relevant period of notice referred to in 15.2, an employee cannot be placed in other suitable employment, or training for such alternative employment cannot be arranged, the employee will be given one month's written notice that he or she is to be transferred to a lower salary level or terminated.

15.4 Time off during notice period

An employee who has received notice pursuant to 15.2 or 15.3 will be entitled to reasonable leave with full pay and, where such expenses are not met by the prospective employer, to reasonable travelling and incidental expenses to attend necessary employment interviews.

15.5 Election to be terminated or transferred

An employee who has received notice pursuant to 15.2 or 15.3 may, with the approval of the University, elect to be terminated or transferred before the expiry date of the notice period, in which case the earlier date will become the date of termination or transfer for the purpose of this award.

15.6 Provision of salary maintenance

15.6.1 An employee who is terminated, or who is transferred to a position of lower classification and salary, will maintain their normal salary during the applicable period of notice set out in 15.2 and 15.3.

15.6.2 Where an employee has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice in accordance with 15.2, the employee's salary level for the purposes of this clause shall be the salary level in such higher position at that date.

15.7 Retention of employees during notice periods

An employee will remain an employee of the University during the notice periods referred to in 15.2 and 15.3, provided that where the employee is terminated during either of those periods pursuant to 15.5, he or she will be entitled to receive maintenance of salary payments (if any) for the balance of the relevant notice period in terms of this clause.

15.8 Moving household

An employee who is transferred elsewhere in the University (i.e., involving a geographical location), as an agreed measure to mitigate termination arising from any of the circumstances referred to in 15.1, will be entitled to all reasonable expenses associated with the transfer.

15.9 Use of accumulated sick leave

15.9.1 The periods of notice set out in 15.2 and 15.3 will be extended by any periods of certificated sick leave taken during such periods.

15.9.2 An employee who, at the date of termination or transfer, has accumulated sick leave credits will be entitled to receive salary maintenance payments in respect of loss of salary through illness until such time as those accumulated sick leave credits have been exhausted, provided that:

15.9.2(a) the employee will receive their ordinary time rate of pay;

15.9.2(b) the entitlement to maintenance of salary payments under this subclause:

- 15.9.2(b)(i)** will not exceed six months leave credits; and
- 15.9.2(b)(ii)** will not apply to uncertificated absences,
- 15.9.2(c)** the period for which maintenance of salary payments are paid pursuant to 15.8 will be extended by the period or periods for which payments are made under this subclause; and
- 15.9.2(d)** access to sick leave credits will be available only during the period of salary maintenance.

15.10 Employees exempted

- 15.10.1** The provisions of this clause will not apply where employment is terminated as a consequence of serious misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 15.10.2** Where a trainee is retained by the University as an employee upon the completion of the traineeship, the period of his or her employment as a trainee will be recognised by the University for the payment of entitlements on termination.
- 15.10.3** Where a trainee is re-engaged by the University within six months of the completion of the traineeship, the period of traineeship will be recognised by the University for the payment of entitlements on termination as service in determining any future redundancy entitlements.

15.11 Transmission of business

Where a business is before or after the date of this award, transmitted from the University (in this clause called the **transmittor**) to another employer (in this clause called the **transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- 15.11.1** the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
- 15.11.2** the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

PART 6 - HOURS OF WORK ARRANGEMENTS

16. HOURS OF WORK

16.1 Ordinary hours of work

16.1.1 The ordinary hours of work (exclusive of meal breaks) for full-time employees will be 35 hours a week to be worked between the hours of 8.00 a.m. and 6.00 p.m., Monday to Friday, inclusive, except that workshop, laboratory and stores employees (excluding draftspersons) will work 36.75 hours a week Monday to Friday, inclusive, subject to 16.1.2.

16.1.2 Workshop, laboratory and stores employees (excluding draftspersons) shall be required to work 36.75 ordinary hours of work each week, Monday to Friday, inclusive and shall not be entitled to the payment of overtime under this award until such hours have been worked.

16.1.3 The ordinary hours of work of an employee engaged on shift work shall not exceed the ordinary hours of work per week, or an average over a cycle of shifts of the ordinary hours of work per week prescribed in 16.1.1 or 16.1.2 for the category of employee.

16.2 Broken time

16.2.1 No broken time will be worked, except where provided otherwise in this award.

16.2.2 **Broken time** means attendance required more than once on any one day of work except for overtime.

16.3 Later start during university vacation

Any employee whose duties commence before 7.30 a.m. may apply to start work at or after 7.30 a.m. during University vacation periods.

16.4 Safety break

Where emergency work is undertaken or overtime is being worked in technical or similar areas, a safety break of twenty minutes shall be given and taken by an employee on the completion of every four hours of work. Safety breaks shall be counted as time worked.

17. SHIFT ARRANGEMENTS AND PENALTIES

17.1 Shift arrangements

[17.1 substituted by [PR948450](#) ppc 07Jul04]

Except where provided otherwise in this clause, the following shift arrangements will apply (other than to casual employees):

- 17.1.1 Afternoon shift** - means any shift, Monday to Friday, inclusive, where the ordinary hours of duty start at or after 1.00 p.m. and before 4.00 p.m.
- 17.1.2 Night shift** - means any shift, Monday to Friday, inclusive, where the ordinary hours of duty start at or after 4.00 p.m. and before 4.00 a.m.
- 17.1.3 Permanent night shift** - means any shift system in which shifts are worked that do not rotate or alternate with any other shift, so that an employee does not have at least 1/3rd of his or her working time off night shifts in each roster period.
- 17.1.4 Saturday shift** - means any work performed between 12.00 a.m. on a Saturday and 12.00 a.m. on a Sunday.
- 17.1.5 Sunday shift** - means any work performed between 12.00 a.m. on a Sunday and 12.00 a.m. on a Monday.
- 17.1.6 Public holiday span** - means any worked performed between 12.00 a.m. on a public holiday and 12.00 a.m. on the day after a public holiday.

17.2 Shift penalties

17.2.1 The following shift penalties will be payable in addition to base rates of pay:

Shift arrangement	Shift penalty
Afternoon shift	15%
Night shift	15%
Permanent night shift	30%
Saturday shift	50%
Sunday shift	100%
Public holiday span	150%

17.2.2 Payment of the shift penalties set out in 17.2.1 will be in substitution for, and not cumulative upon, any other shift penalties specified in this award.

17.2.3 The period of ordinary time worked in each fortnightly period to which the additional rates prescribed in 17.2.1 apply shall be calculated to the nearest quarter of an hour.

17.3 Meal breaks

An employee engaged on shift work shall be allowed not less than twenty minutes for a meal during each shift before the expiration of five hours. Such meal breaks shall be counted as time worked.

17.4 Rosters

Where an employee is required to work according to a roster, the following arrangements will apply:

17.4.1 work rosters will be displayed in a readily accessible place; and

17.4.2 all rosters will indicate the start and finish times of the ordinary hours of work of the respective shifts for each employee.

17.5 Variations to rosters

17.5.1 Changes of rosters will be notified at least seven days prior to the change becoming operative, provided that in an emergency caused by such reasons as sickness, etc., the shifts on a roster may be changed by the giving of 72 hours notice.

17.5.2 An employee who is required to work on a rostered day off and has been given less than seven days notice of such requirement shall be paid for such time worked at the appropriate overtime rates set out in 18.2.

17.5.3 Places in shifts or rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

17.6 Additional leave

17.6.1 An employee who is rostered on a shift regularly for ordinary hours of work on Sundays and public holidays shall be allowed, in addition to the leave entitlements prescribed in clause 22 - Annual leave, one week of annual leave, exclusive of non-working days, public holidays and University holidays. Provided that where such an annual leave accrues, the additional leave shall be granted at the rate of half-a-day for each Sunday so rostered.

17.6.2 Where, in a cycle of shifts on a regular roster, an employee is required to perform shift work on each of the days of the week, the employee shall, in respect of a public holiday or a University holiday which occurs on a day when rostered off duty, be granted, if practicable, one day's leave in lieu within one month after the holiday. Provided that where it is not practicable to grant one day's leave in lieu, the employee shall be paid one day's pay at the ordinary time rate of pay or have one day added to annual leave credits, subject to such extra leave credit being taken within a period of two years from the date of the public holiday or University holiday for which it accrued.

17.7 Overtime

- 17.7.1** Notwithstanding anything to the contrary set out in clause 18 - Overtime, all time worked by an employee engaged on shift work, outside the rostered hours of ordinary work for a shift on any day, shall be overtime work and shall, subject to 18.8, be paid at the following rates:
- 17.7.1(a)** for all overtime worked on a Saturday or a Sunday payment shall be at the rate of double the ordinary time rate of pay applicable to the employee;
 - 17.7.1(b)** for all overtime worked on a public holiday or a University holiday payment shall be at the rate of two and a half times the ordinary rate of pay applicable to the employee;
 - 17.7.1(c)** for overtime worked on any other day, payment shall be at the rate of one and a half times the ordinary time rate of pay for the first three hours, and then double the ordinary time rate of pay until completion of such overtime.
- 17.7.2** The additional rates set out in 17.7.1 shall be in substitution for and not cumulative upon the shift loadings prescribed in this clause.

PART 7 - OVERTIME ARRANGEMENTS

18. OVERTIME

18.1 General

The University may require an employee to work reasonable overtime at overtime rates, provided that 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:

- 18.1.1** any risk to employee health and safety;
- 18.1.2** the employee's personal circumstances, including any family responsibilities;
- 18.1.3** the needs of the workplace or enterprise;
- 18.1.4** the notice (if any) given by the University of the overtime and by the employee of his or her intention to refuse it; and
- 18.1.5** any other relevant matter.

18.2 Overtime rates - full-time employees

- 18.2.1** Except as provided in 18.2.2 and 18.2.3, all overtime worked by full-time employees outside of ordinary or rostered hours of duty will be paid at the rate of one and a half times the base rate of pay for the first three hours, and then double the base rate of pay until completion of such overtime.
- 18.2.2** All overtime worked between midnight Saturday and midnight Sunday will be paid at double the base rate of pay.
- 18.2.3** All overtime worked on a public holiday will be paid at two and a half times the base rate of pay.

18.3 Overtime rates - Other than full-time employees

[18.3 Overtime rates - part-time employees, title changed and substituted by [PR948450](#) ppc 07Jul04]

18.3.1 Overtime rates - part-time employees

A part-time employee who works more hours in a week than their regular hours of work but not in excess of the ordinary hours of work for a full-time employee in the same classification, will be paid at the base rate of pay for each additional hour worked.

18.3.2 Overtime rates - casual employees

A casual employee shall only be entitled to payment of overtime where hours worked are in excess of 7 hours on any one day, except for a casual workshop, laboratory or stores employee which shall be 7 hours 21 minutes on any one day. In respect of such excess hours, the employee shall be paid the greater of either the overtime rates set out clause 18.2 or the casual loading, but not both.

18.4 Overtime - meal break

Where an employee is required to work overtime after the completion of their ordinary hours of duty for a period in excess of two hours, the employee will, on completion of their ordinary hours of duty, be allowed an additional unpaid meal break not exceeding one hour.

18.5 Overtime - meal allowance

18.5.1 A meal allowance (which will not exceed the prescribed limit set by the Australian Taxation Office) will be paid to an employee where a minimum of two hours overtime is worked by the employee after the completion of their ordinary hours of duty.

18.5.2 The requirement of a minimum of two hours overtime will not apply to an employee who is resident in a boarding establishment, where the employee's supervisor is satisfied that, because of the requirement to work overtime, the employee would not be able to obtain his/her regular meal at that establishment.

18.6 Minimum payment of overtime

[18.6 substituted by [PR948450](#) ppc 07Jul04]

18.6.1 An employee, other than a casual employee, will be paid a minimum of four hours at the appropriate overtime rate where the employee:

18.6.1(a) is directed to work, or works overtime on a day on which he or she would not have been required to work; or

18.6.1(b) is directed to work before the commencement of or after the completion of their ordinary hours of duty and the time worked as overtime is not continuous with their ordinary hours of duty on that day.

18.6.2 If the interval between the completion of the employee's ordinary hours of duty and the commencement of overtime is a meal break of not more than two hours, and agreed between the University and the employee, the provision in 18.6.1 will not apply.

18.7 Break after overtime

- 18.7.1** An employee, who works so much overtime between the completion of the ordinary working hours on one day and the commencement of ordinary working hours on the next day, which precludes at least eight consecutive hours off duty between those times, will be released from further duty following the completion of such overtime, until the employee has had eight consecutive hours off duty without loss of pay for any ordinary working time which occurs during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed for time taken in travelling from and to the employee's place of employment.
- 18.7.2** An employee required by the University to resume or to continue work without having had eight consecutive hours off duty plus reasonable travelling time, in accordance with 18.7.1 will be paid at double the ordinary rate of pay applicable to the employee until released from duty for that period and will then be entitled to be absent from work until the expiration of eight consecutive hours off duty, plus reasonable travelling time, without loss of pay for any ordinary working time which occurs during such absence.

18.8 Overtime barrier

An employee whose salary exceeds the maximum salary for Level 7 in clause 20 - Classifications and minimum rates of pay, will not be entitled to the payment of overtime or the granting of time off instead of overtime payments. For the purposes of this clause, allowances or loadings, except a higher duties allowance, will be deemed not to be part of the employee's annual salary.

18.9 Time off instead of overtime payment

- 18.9.1** The University may approve of an employee taking time off instead of receiving payment for overtime where:
- 18.9.1(a)** an employee works overtime in respect of which he or she is entitled to receive an overtime payment; and
 - 18.9.1(b)** the employee and their supervisor agree that additional time off instead of overtime payment be taken.
- 18.9.2** Time off instead of payment of overtime calculated at overtime rates will be taken during the employee's ordinary hours of duty in the fortnight immediately following the working of the overtime in respect of which it is granted, or may be added to annual leave credits. Provided that the crediting of leave will be limited to multiples of half-a-day, with a minimum of one day and the extra leave credits are taken within a period of two years from the date of accrual.

18.10 Minimum payment for call-back

[18.10 substituted by [PR948450](#) ppc 07Jul04]

Where an employee, other than a casual employee, is called back for work after leaving the University, the employee will be paid at the appropriate overtime rate for a minimum of four hours. Each call-back will stand alone. The provision will not apply in circumstances where it is customary for an employee to return to the University to perform pre-arranged overtime, or where the overtime is continuous (provided there is a reasonable meal break), with the start or end of normal working time.

18.11 Cancellation of overtime

Where overtime is cancelled at less than six hours notice, an allowance of one hour's pay at the appropriate overtime rate shall be paid.

18.12 Washing time

An employee required to work in dirty working conditions will be permitted five minutes at a meal time and at the end of the working day for the purpose of washing. Such time will be regarded as time worked.

18.13 On-call availability

An employee will be on on-call availability when instructed during normal working hours that he or she may be required to perform overtime work within a specified period outside his/her normal working hours, or generally outside his or her normal working hours. Such an instruction will require the employee to be able to be contacted during the time of on-call availability and to return to the University when so called within a reasonable time (not to exceed two hours) or, alternatively and where appropriate, to deal with the matter by telephone or other appropriate communication where a return to the University is not necessary.

18.14 Emergency availability

An employee will be on emergency availability when instructed during normal working hours that he or she may be required to perform overtime work in relation to emergency situations which occur within a specified period outside his or her normal working hours. Such an instruction will require the employee to be within telephonic or other appropriate communication during the time of emergency availability and during that period to be available immediately to return to the University for overtime work when so instructed. An employee placed on emergency availability may also be required to take emergency action by telephone or other appropriate communication where this is an appropriate course to follow.

18.15 Continuous stand-by

An employee will be on continuous stand-by when instructed during normal working hours that he or she will be required to attend for overtime work prior to his or her normal time of commencing work and that he or she is to be on stand-by within reach of a telephone or other appropriate communication at his or her home, or at a previously notified location, in readiness for immediate return for overtime work.

18.16 General

For the purposes of 18.13, 18.14 and 18.15:

- 18.16.1** an eligible employee shall be an employee whose minimum annual salary does not exceed the limit for payment of overtime set out in 18.8;
- 18.16.2** a **week** means a week of seven days, Monday to Sunday inclusive; and
- 18.16.3** an employee shall be allowed a minimum period of rest where, in any continuous three-week period, he or she is placed on on-call availability, or emergency availability, or continuous stand-by, as the case may be, for one week only of that three-week period.

18.17 Qualifying requirements

For the purposes of 18.13, 18.14 and 18.15, the qualifying requirements are as follows:

- 18.17.1** An employee shall not be eligible for payment under the relevant provisions of this clause in any circumstances where the employee does not hold himself or herself at the required degree of readiness for overtime work, or does not observe the instructions applicable to the class of availability duty upon which he or she is placed.
- 18.17.2** An eligible employee placed on availability duty pursuant to this clause shall be paid an allowance referable to the category of availability duty on which he or she is placed for each week of such duty pursuant to 21.7.
- 18.17.3** An eligible employee placed on availability duty pursuant to this clause on a daily basis for a period of less than one week shall be paid an availability allowance calculated on the basis of 1/7th of the availability duty allowance payable pursuant to 21.7 for each such day during which he or she is placed on availability duty.
- 18.17.4** An employee who is placed on either on-call availability or emergency availability and required to return to the University for overtime work and such period of return is not continuous with his or her ordinary working hours shall be paid, in addition to the availability allowance applicable pursuant to this clause, a minimum of three hours at the appropriate overtime rate. The minimum period of three hours shall be calculated from the time which the employee is required to attend for either on-call availability or emergency availability work, whichever the case may be.

18.17.5 Pursuant to 18.17.4, where more than one such attendance is required, the minimum overtime payment provision pursuant to this clause shall not operate to increase the employee's remuneration beyond the remuneration to which he or she would have been entitled had he or she remained on duty from the time of being called in respect of his or her first attendance to the time when he or she ceased overtime work in respect of his second or subsequent attendance. Provided that the employee shall receive a minimum payment of three hours for overtime work in respect of this clause.

18.17.6 An employee who is placed on continuous stand-by and required to return to the University for overtime work which is not continuous with his or her ordinary hours of employment shall be paid for a minimum of three hours overtime work at the appropriate rate calculated from the time at which he or she is required to return to the University for overtime work.

19. MEAL BREAKS

19.1 General

- 19.1.1** An employee will be allowed, between the hours of 12 noon and 2.00 p.m. on any day, a meal break of not less than 30 minutes and not more than one hour unless agreed to by the employee's supervisor. Provided that an employee working flexible hours may, by mutual agreement with their supervisor, take a meal break not exceeding two hours.
- 19.1.2** Notwithstanding the provisions of 19.1.1, where emergency work requiring the employee's attendance is being undertaken, a meal break may, by mutual agreement between the employee and the responsible officer in charge of the work, be deferred.
- 19.1.3** Subject to 19.1.4 and 19.1.5, a meal break allowed under this clause will not be counted as time worked.
- 19.1.4** Where an employee agrees to work during any part of a meal break but will not thereby work continuously in excess of five hours, the time so worked will be taken as ordinary work and the employee will be allowed, instead of a meal break, an equivalent time off duty.
- 19.1.5** Where, in an emergency situation, an employee agrees to work during any part of a meal break and will thereby work continuously in excess of five hours from the commencement of duty or from the end of the preceding meal break, the employee will be paid the relevant overtime rates set out in 18.2 for time worked in excess of five hours until the commencement of the meal break, or may be allowed time off instead of overtime payment in accordance with 18.9 above.
- 19.1.6** A ten minute tea break shall be allowed each morning and afternoon and these periods shall be regarded as ordinary hours of work.

PART 8 - SALARIES, CLASSIFICATIONS AND ALLOWANCES

20. CLASSIFICATIONS AND MINIMUM RATES OF PAY

[20.1 varied by [PR954965](#); substituted by [PR969874](#) ppc 10Feb06]

20.1 The classifications and minimum rates of pay are set out below. These rates are calculated on the basis of a 35 hour week. Workshop, laboratory and stores employees (excluding draftspersons) will be paid, in addition to the payment of 35 ordinary hours of work each week, 1.75 additional ordinary hours of work each week.

Classification	\$
HEW Level 1	28,271
	28,725
	29,179
HEW Level 2	29,860
	30,532
	31,054
HEW Level 3	31,099
	32,007
	32,811
	33,719
HEW Level 4	34,684
	34,854
	35,715
HEW Level 5	36,784
	37,011
	37,975
	38,940
	39,962
HEW Level 6	40,879
	41,106
	41,957
	42,704
HEW Level 7	43,555
	44,406
	45,428
	46,449
	47,471

Classification	\$
HEW Level 8	48,946 50,535 52,124 53,713
HEW Level 9	55,756
HEW Level 10	56,891

[20.2 substituted by [PR954965](#); [PR969874](#) ppc 10Feb06]

20.2 The rates of pay set out in 20.1 include the arbitrated safety net adjustment payable under the *Safety Net review - Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian Workplace Agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

[20.3 substituted by [PR954965](#); [PR969874](#) ppc 10Feb06]

20.3 Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

20.4 Classification descriptors for each of the classification levels prescribed in 20.1 are as set out in Schedule B - Classification descriptors.

20.5 The Higher Education Worker (HEW) position classification standards set out in Schedule A - and the classification descriptors in Schedule B will be the primary determinant of the classifications of position occupied by employees. Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the University, taking into account the skills and responsibilities required to perform that work.

20.6 An employee will not refuse to perform duties reasonably required, which are consistent with the employee's classification and which the employee is competent to perform.

20.7 Criteria for progression within a salary level

20.7.1 At the conclusion of each twelve month period, and following the date of effect of the award or entry into a classification, and/or the subsequent anniversary date, an employee will be eligible for movement to the next highest salary point within their classification level, following a employees development/performance review conducted in accordance with this clause.

- 20.7.2** Movement to the next salary point within the classification will only occur when an employee has over the preceding twelve months:
- 20.7.2(a)** acquired and used additional skills, experience and competencies within the ambit of the classification and in accordance with the priorities of the organisational unit. For this purpose, the employee will be assessed against relevant criteria used in a employees development/performance review; and
 - 20.7.2(b)** demonstrated satisfactory performance against the position classification standards within this award.
- 20.7.3** If the requirements of 20.7.2 are not met at the conclusion of the period referred to in 20.7.1, then the employee will not progress to a higher pay point until such time as requirements in 20.7.2 are met.
- 20.7.4** Movement to the next highest salary point will be effective from the anniversary date. In cases where an employee's development/performance review is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date. Provided that where the delay is related to the acquisition of new skills and greater responsibilities and/or competencies, the date of acquisition of same will be the effective date.
- 20.7.5** An employee who has been absent from duty in excess of three months, in aggregate, will have the review delayed by the period of absence. Any resultant increase will also be delayed by the period of absence.
- 20.7.6** An annual development/performance review of an employee will be conducted for all full-time and part-time employees, except for those employees on the highest salary point within their classification. Such review will be confidential.
- 20.7.7** The aims of this review will at least include:
- 20.7.7(a)** assessment of performance and use of skills against the position classification standards;
 - 20.7.7(b)** identification of the development and training needs of employees in order to:
 - 20.7.7(b)(i)** enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisation unit;
 - 20.7.7(b)(ii)** identify performance objectives; and
 - 20.7.7(b)(iii)** ensure continued satisfactory performance within the ambit of the classification.
- 20.7.8** Salaries and wages (including overtime and any loadings) shall be paid fortnightly.

21. ALLOWANCES

21.1 Higher duties allowance

- 21.1.1** An employee may be appointed by the University to perform temporarily the duties of an employee having a higher classification (referred to in this clause as performing higher duties).
- 21.1.2** Subject to this clause, higher duties allowance will be paid to an employee performing higher duties in the following circumstances:
- 21.1.2(a)** where the maximum salary of the position in which the employee acts does not exceed the maximum salary prescribed for Level 7 in clause 20 - Classifications and minimum rates of pay and the employee performs those higher duties for a period of not less than one day; or
 - 21.1.2(b)** where the maximum salary for the position in which the employee acts exceeds the maximum salary prescribed for Level 7 in clause 20 - Classifications and minimum rates of pay and the employee performs those higher duties for a period in excess of five consecutive working days.
- 21.1.3** Provided that in respect to 21.1.2(a), where the period involved is of continuous duration of at least half-a-day, such period will be regarded as one full day for the purposes of that subclause.
- 21.1.4** Higher duties allowance may not be paid to more than three employees in respect of any one absence of a more senior employee.
- 21.1.5** Higher duties allowance may be paid at a rate less than the full salary differential if the relieving employee is not considered fully qualified to fill the higher level position or is not assuming all the duties of the more senior employee. Provided that in all cases where all duties of the more senior position are undertaken, the relieving employee will be paid the full differential between his or her salary and the minimum of the range applicable to the position of the more senior employee or, where no range applies, the full differential between his or her salary and the actual salary of the more senior employee.
- 21.1.6** Where the salary of the relieving employee is not less than the minimum point of the salary range in the classification for the highest level position, the relieving employee will be paid the next salary step in that salary range.
- 21.1.7** Where an employee is required to perform higher duties for a period in excess of twenty consecutive working days and the allowance which the University intends to pay to the employee is less than the full salary differential, the University will advise the employee in writing of its intention to pay higher duties allowance to that employee and of the quantum of that allowance.

21.2 Travel expenses

- 21.2.1** An employee who is required to attend the University outside their ordinary hours of duty and such attendance is not continuous with his or her ordinary hours of work will be paid an allowance for expenses reasonably incurred in travelling to and from his or her place of residence. For the purposes of this clause, a meal break will not be regarded as breaking continuity of duty.
- 21.2.2** An employee required by the University to use his or her own motor vehicle in connection with the University's business will be paid a motor vehicle allowance in accordance with the conditions approved by the Australian Taxation Office as varied from time to time.
- 21.2.3** In any other circumstances, an employee will be reimbursed by the University the amount equal to the fare paid by the employee for the journey.

21.3 Clothing allowance

- 21.3.1** An employee required to wear a uniform or protective clothing will be reimbursed reasonable costs of providing such clothing. Provided that where the University provides such clothing, such an allowance will not be payable.
- 21.3.2** Pursuant to 21.3.1, an allowance will be paid to an employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing. Provided that where the University maintains, dry-cleans or launders an employee's uniform or protective clothing, such an allowance will not be payable.

21.4 Repairs and replacement - reimbursement

- 21.4.1** The University will reimburse an employee to the extent of damage sustained to his or her personal property where that property is required to be used in the course of their duties, provided that such damage is sustained:
- 21.4.1(a)** due to the negligence of the University, another employee, or both, in the discharge of their duties;
 - 21.4.1(b)** by a defect in the University's materials or equipment; or
 - 21.4.1(c)** where an employee has protected or attempted to protect the University's property from loss or damage.
- 21.4.2** The provisions of 21.4.1 will not apply where an employee is entitled to compensation for such damage under the applicable workers compensation legislation.

21.5 Short notice call allowance

[21.5 substituted by [PR954965](#); [PR969874](#) ppc 10Feb06]

An employee who is required to work overtime on a Sunday, a public holiday or a University holiday and who has not been given notice of at least 24 hours shall, in addition to any overtime payment, be paid an allowance of \$15.36.

21.6 First aid allowance

[21.6 substituted by [PR954965](#); [PR969874](#) ppc 10Feb06]

An employee appointed by the University to be responsible for first aid facilities, injury records and/or for providing first aid to other employees and/or students will be paid an allowance of \$414.71 per annum during the period of appointment. The employee will be required to possess a current first aid certificate of the St John's Ambulance Association or an equivalent first aid qualification.

21.7 Availability duty allowance

21.7.1 The percentage for the relevant availability duty set out immediately hereunder is a percentage of 7/365ths of the annual salary rate on which the maximum hourly rate for overtime payment is based pursuant to 18.8:

21.7.1(a) On-call availability where minimum periods of rest are allowed - 18%

21.7.1(b) On-call availability where minimum periods of rest are not allowed - 23%

21.7.1(c) Emergency availability where minimum periods of rest are allowed - 45%

21.7.1(d) Emergency availability where minimum periods of rest are not allowed - 50%

21.7.1(e) Continuous stand-by - the ordinary hourly rate applicable to the employee, or where the rate exceeds the hourly rate of the salary rate per annum on which the maximum hourly rate for overtime payment is based pursuant to 18.8, the hourly rate of the salary rate per annum on which the maximum hourly rate for overtime payment is based pursuant to 18.8 shall apply.

PART 9 - LEAVE AND RELATED ARRANGEMENTS

22. ANNUAL LEAVE

- 22.1** The leave year for the calculation of annual leave entitlements will be from 1 January to 31 December of each year.
- 22.2** Subject to the provisions of 22.4, an employee will be entitled to annual leave of twenty working days for each completed leave year.
- 22.3** An employee who is employed after the first day of January in each leave year will be credited, from the date of the appointment to 1 January of the next succeeding leave year, with annual leave at the rate of 1.67 days for each completed month of service. Such leave may be taken as it accrues.
- 22.4** On 1 January following an employee's commencement of employment with the University and annually thereafter, an employee will be credited in advance with twenty working days of annual leave which may, subject to the provisions of this clause, be taken at any time during the leave year commencing on that day.
- 22.5** Any periods of authorised leave without pay exceeding a total of twenty working days and taken during the preceding annual leave year, or employment which is terminated during the current annual leave year, will not count as qualifying periods of employment in calculating annual leave entitlement.
- 22.6** Annual leave will not be taken at times inconvenient to a department or section of the University, provided that where an employee has given three weeks notice of his or her intention to take annual leave, it will not be unreasonably refused.
- 22.7** Subject only to the most pressing demands of work, all annual leave credited to an employee will be taken in each year.
- 22.8** In the event of work demands delaying the taking of annual leave by an employee, the annual leave due to the employee will be taken as soon as practicable taking into account the wishes of the employee.
- 22.9** On termination of employment, an employee's annual leave entitlement will be calculated at the rate of 1.67 days for each completed month of service to their last day of service with the University.
- 22.10** Where, on termination of employment, the annual leave entitlement of an employee is in credit, the University will make payment to the employee of such credit.
- 22.11** Where, on termination of employment, the annual leave entitlement of the employee is overdrawn, the University can deduct from the employee's final salary, or other University payment(s) due to the employee, the financial sum of the annual leave overdrawn.

22.12 Where an illness occurs during a period of annual leave and it is substantiated by a medical certificate, the employee's annual leave entitlement will be recredited accordingly.

22.13 An employee who proceeds on annual leave shall be entitled to payment in advance of such leave.

23. ANNUAL LEAVE LOADING

- 23.1** A loading of 17.5% of salary as at 1 January in the leave year in which the leave accrues will be paid to an employee in accordance with the provisions of this clause.
- 23.2** The salary on which the loading referred to in 23.1 is based will not exceed a maximum sum equal to one week's salary based on the average weekly earnings (AWE) per employed male unit, as published by the Commonwealth Statistician, for the September quarter of the year prior to the date of commencement of the leave year in which the leave accrues.
- 23.3** Where at least five working days of the relevant annual leave credit is taken at one time, and on receipt of an application from an employee for payment of the annual leave loading, a payment of the full loading will be made in a lump sum by the University. This loading is a once-only payment in each leave year.
- 23.4** Where an employee exhausts annual leave through a number of absences and where not one absence on annual leave is of at least five working days, the annual leave loading for that leave year will be paid to the employee in December of that year. Provided that where an employee accrues a credit of annual leave of less than five days, there will be no minimum period of leave which must be taken to apply for the annual leave loading.
- 23.5** For the purpose of calculation of the annual leave loading, the word salary includes any of the following allowances: higher duties allowance if the employee was receiving such an allowance on 1 January of the leave year; industry allowance; other allowances regarded as salary for overtime purposes; and district allowance where continued during annual leave. The word 'salary' does not include extraneous payments such as Saturday or Sunday penalty payments, disability payments, overtime, or extra payments for public holidays.
- 23.6** The annual leave loading will be payable in respect to an employee's annual leave entitlement only. It will not apply to any additional leave accrued through the working of overtime where an overtime payment is not made to an employee but additional annual leave is granted instead.
- 23.7** The sum payable as annual leave loading will not count as salary for any purposes.
- 23.8** An employee whose employment is terminated for any reason and who is entitled to payment of untaken accrued annual leave and/or payment instead on a pro rata basis will be paid any annual leave loading which has not been paid, in respect of the balance of the accrued annual leave:
- 23.8.1** any annual leave loading which has not been paid in respect of the balance of the accrued recreation leave; and
- 23.8.2** a proportional annual leave loading in respect to accrued annual leave calculated on a pro rata basis.

23.9 Where an employee's employment is terminated for any reason:

23.9.1 prior to the accrual to the employee of the full annual leave entitlement based on the leave year in accordance with clause 22 - Annual leave; and

23.9.2 the employee has been paid the annual leave loading,

the employee will repay to the University that part of the annual leave loading which has been paid to the employee in respect to the annual leave which has been overdrawn and not earned. The University will be entitled to deduct any amount due to it in respect of the annual leave loading not earned by the employee from the salary or any other payment due to the employee.

24. SICK LEAVE

24.1 Entitlement

24.1.1 An employee will be credited annually with sick leave of fifteen days per annum from the commencement of their employment with the University for a period of three years. Thereafter, an employee will be credited annually with sick leave of twenty working days per annum.

24.1.2 Sick leave credits will be cumulative.

24.2 Production of medical certificate

An employee will be required to submit a medical certificate with an application for sick leave where the absence exceeds three working days in each instance, provided that an employee may be required by the University to furnish a medical certificate for any absence if the University considers such a request is warranted.

24.3 Special war service sick leave

24.3.1 An employee is eligible for additional sick leave if he or she has rendered continuous full-time service outside Australia as a member of a unit of the Defence Force that was allotted for duty or served in an operational area described in Schedule 2 of the *Veterans' Entitlements Act 1986* during the specified period.

24.3.2 An eligible employee shall be entitled to:

24.3.2(a) a special credit of nine weeks sick leave on commencement of duty; and

24.3.2(b) an annual credit, in addition to the normal sick leave credit, of fifteen days which may accumulate to a maximum of 45 days.

25. LONG SERVICE LEAVE

25.1 Entitlement

- 25.1.1** Subject to the provisions of this clause, an employee (other than a casual employee) who has completed ten years continuous paid service (in this clause referred to as qualifying service) with the University will be entitled to long service leave at the rate of thirteen weeks on full-pay (or 26 weeks on half-pay) for each ten years of continuous paid service with the University.
- 25.1.2** Where the qualifying service of an employee is not wholly full-time service, the salary payable to the employee during long service leave will be proportionate to the salary that would be payable to the employee if he or she were a full-time employee as the total number of hours of service rendered by the employee during the qualifying period bears to the total number of hours of service that would have been rendered by the employee during that period if he or she had been a full-time employee.
- 25.1.3** Non-continuous periods of paid service may be counted as service for the assessment of long service leave, if so approved by the University. Any absence on leave without pay of twenty working days or longer will be deducted, in full, from the qualifying service and thus defer the employee's long service leave entitlement date to the same extent, except when leave without pay has been granted for reasons either of illness, defence training or service, and for such other reasons as the University may approve.
- 25.1.4** For the purpose of 25.1.3, and where it is satisfied that there are special reasons for applying this subclause for a particular employee, the University may direct that such paid service as the University determines, being service previously rendered by the employee as a casual employee, shall be taken to be service rendered by the employee as a part-time employee.
- 25.1.5** Leave granted for any reason on full-pay or half-pay will not affect an employee's entitlement to long service leave.
- 25.1.6** Long service leave will not be granted for a period of less than two weeks or more than 52 weeks, provided that the University may approve the taking of more than 52 weeks long service leave if the employee is to terminate their employment with the University immediately upon the conclusion of such leave. The leave entitlement in that case will be calculated on the leave due when the long service leave begins; payment will be made on termination instead of any further period of leave which may accrue while the long service leave is being taken.
- 25.1.7** Periods of long service leave will count as service for the purposes of assessing further long service leave.
- 25.1.8** Approval to take long service leave on half-pay (instead of a shorter period on full-pay) will be subject to the working requirements of the University.

25.1.9 Where an employee is ill during long service leave and on recovery sends immediately to the University a medical certificate certifying the nature and period of illness, such leave will be debited against sick leave credits and, unless the leave of absence on long service leave is extended, the period of illness shall be recredited to the employee's long service leave entitlement.

25.2 Rate of salary whilst on long service leave

An employee who is granted long service leave and who will be returning to duty at the expiration of such leave may receive payment in advance of:

- 25.2.1** salary together with any increments which will fall due in the course of the leave;
- 25.2.2** higher duties allowance at the rate applicable at the date of commencement of leave, provided that the employee has performed the higher duties for at least twelve months at the date of commencement of leave; and
- 25.2.3** long service bonus allowance at the rate applicable at the date of commencement of leave.

25.3 Payments instead of long service leave

An employee who has been employed by the University for the minimum qualifying periods set out in this subclause and whose employment ceases with the University in the following circumstances shall be paid (or in the event of death payment shall be made to the executor or administrator of the deceased's estate) a sum calculated at the rate of 1 3/10ths weeks salary for each full twelve months service remaining after deduction of service for which long service leave (or salary instead) has been taken, and one-twelfth of the annual entitlement for each completed month in respect of a partly completed year of service.

Circumstances	Minimum qualifying period
Retirement	4 years
Retrenchment	4 years
Death in service	4 years
Resignation through ill health (certified to be permanent)	4 years
Resignation under other circumstances	7 years
Dismissal	7 years

25.4 Calculation of payment instead of long service leave on termination of employment

Where the employment of an employee who is entitled to long service leave is terminated, payment instead of long service leave shall be calculated on the basis of:

- 25.4.1** salary at the date of resignation, retirement, death, retrenchment or dismissal;

25.4.2 higher duties allowance at the rate in force at the date of resignation, retirement, death or retrenchment, provided that the employee had, at that date, performed the higher duties for at least twelve months; and

25.4.3 the rate of long service bonus allowance payable at the date of termination.

25.5 Annual leave and other holidays in conjunction with long service leave

25.5.1 Subject to the conditions of clause 22 - Annual leave, an employee may add to the period of absence on long service leave:

25.5.1(a) not more than two years entitlement of annual leave; and

25.5.1(b) any gazetted public holidays and University holidays which fall within or adjoin the long service leave period and payment for such holiday shall be at full pay.

25.5.2 If an employee is ill during long service leave and sends, immediately upon recovery, a medical certificate to the University certifying the nature and period of illness, such period will be debited against sick leave credits and, unless the leave of absence on long service leave is extended, the period of illness shall be recredited to the employee's long service leave entitlement.

25.6 Long service bonus allowance

25.6.1 An employee shall be paid, in addition to his or her annual salary, a long service bonus allowance pursuant to 25.6.2 provided:

25.6.1(a) the employee has been continuously employed in the University for not less than ten years;

25.6.1(b) the employee is, and has for not less than five years been, in receipt of the maximum salary applicable to the position presently held by him or her;

25.6.1(c) the maximum salary of the employee does not exceed the maximum salary applicable to Level 7 of clause 20 - Classifications and minimum rates of pay;

25.6.1(d) the employee's head of department or section has issued a satisfactory performance report and recommended that a long service bonus allowance, or an increase in that bonus allowance, whichever is applicable, should be paid to the employee; and

25.6.1(e) the University approves the payment of the long service bonus allowance or the increase in the long service bonus allowance.

25.6.2 The long service bonus allowance shall be paid on the following scale of service with the University:

- 25.6.2(a)** 5.0% of the annual salary for ten years and under fifteen years of continuous and satisfactory service;
- 25.6.2(b)** 7.5% of the annual salary for fifteen years and under twenty years of continuous and satisfactory service; and
- 25.6.2(c)** 10% of the annual salary for twenty years and over of continuous and satisfactory service.

25.6.3 For the purpose of this clause, continuously employed shall be deemed to include a period of absence from employment with the University caused by leave of absence granted for the purpose of rendering service in the Defence Forces of the Commonwealth in time of war or defence emergency or during a period of compulsory training or service.

25.6.4 The long service bonus allowance shall, except in relation to 18.8, be counted as part of salary for all purposes.

25.6.5 Where an employee who is entitled to the payment of a long service bonus allowance is promoted, the long service bonus shall be cancelled as from the date when the promotion becomes effective. Provided that if as a result of the promotion the annual salary of the employee (including the long service bonus) is reduced, the University may, at its discretion and so as to prevent a reduction in the employee's gross annual salary, determine for the position to which the employee has been promoted, a salary on the basis of present occupant only.

26. PARENTAL LEAVE

26.1 General

- 26.1.1** Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 26.1.2** The provisions of this clause apply to full-time, part-time and eligible casual employees, but will not apply to other casual employees.
- 26.1.3** For the purposes of this clause, an **eligible casual employee** means a casual employee:
- 26.1.3(a)** employed by the University on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months; and
 - 26.1.3(b)** who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 26.1.4** For the purposes of this clause, **continuous service** means work for the University on a regular and systematic basis (including any period of authorised leave or absence).
- 26.1.5** The University must not fail to re-engage a casual employee because:
- 26.1.5(a)** the employee or employee's spouse is pregnant; or
 - 26.1.5(b)** the employee is or has been immediately absent on parental leave.
- 26.1.6** The rights of the University in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

26.2 Definitions

- 26.2.1** For the purpose of this clause:
- 26.2.1(a)** **child** means a child of the employee under the age of one year, except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - 26.2.1(b)** **confinement** means the birth of a child, or other termination of the pregnancy, that occurs not earlier than twenty weeks before the expected date of the child, and **confined** has a corresponding meaning.

26.2.1(c) Subject to 26.2.2, **spouse** includes a de facto or former spouse.

26.2.2 In relation to 26.8, spouse includes a de facto spouse but does not include a former spouse.

26.3 Basic entitlement - unpaid leave

26.3.1 After twelve months continuous service with the University, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

26.3.2 Subject to 26.6, parental leave will be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

26.3.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child; and

26.3.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

26.4 Paid entitlement

26.4.1 After twelve months of continuous service with the University, an employee who has been confined and who has been absent from duty on parental leave is entitled to pay:

26.4.1(a) in a case where the period of absence, or the sum of the periods of absence, exceeds twelve weeks - for the first twelve weeks of that absence; and

26.4.1(b) in any other case - for the whole of that absence.

26.4.2 An employee on leave pursuant to 26.4.1 shall be paid the salary that she would have received if, for that period, she had been granted leave of absence on full pay on account of illness.

26.5 Maternity leave

26.5.1 An employee must provide notice to the University in advance of the expected date of commencement of parental leave. The notice requirements are:

26.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; and

26.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

26.5.2 When the employee provides the University with notice pursuant to 26.5.1(a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

26.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

26.5.4 Subject to 26.3.1 and unless agreed otherwise between the University and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

26.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the University may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

26.6 Special maternity leave

26.6.1 Subject to 26.4, where the pregnancy of an employee not then on maternity leave terminates after 28 weeks (other than by the birth of a living child), the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

26.6.2 An employee suffering from an illness not related to the direct consequences of the confinement may take any paid sick leave to which she is entitled instead, or in addition to, special maternity leave.

26.6.3 An employee not then on maternity leave who suffers illness related to her pregnancy may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

26.6.4 Where leave is granted pursuant to 26.5.4, during the period of leave an employee may return to work at any time, as agreed between the University and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

26.7 Paternity leave

26.7.1 At least ten weeks prior to each proposed period of paternity leave, an employee will provide the University with:

26.7.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place;

26.7.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

26.7.1(c) a statutory declaration stating:

26.7.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

26.7.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

26.7.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

26.7.2 The employee will not be in breach of 26.7.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

26.8 Adoption leave

26.8.1 The employee will notify the University at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

26.8.2 Before commencing adoption leave, an employee will provide the University with a statutory declaration stating:

26.8.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

26.8.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

26.8.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 26.8.3** The University may require an employee to provide confirmation from the appropriate government authority of the placement.
- 26.8.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the University immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 26.8.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 26.8.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the University should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee will be entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the University may require the employee to take such leave instead.

26.9 Variation of period of parental leave

Unless agreed otherwise between the University and employee, an employee may apply to the University to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

26.10 Parental leave and other entitlements

An employee may instead of, or in conjunction with, parental leave access any annual leave or long service leave entitlements which he or she has accrued, subject to the total amount of leave not exceeding 52 weeks.

26.11 Transfer to a safe job

- 26.11.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the University deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 26.11.2** If the transfer to a safe job is not practicable, the employee may elect, or the University may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

26.12 Returning to work after a period of parental leave

- 26.12.1** An employee will notify the University of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 26.12.2** An employee will be entitled to the position which he or she held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 26.11, the employee will be entitled to return to the position he or she held immediately before such transfer.
- 26.12.3** Where such position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

26.13 Replacement employees

- 26.13.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 26.13.2** Before the University engages a replacement employee, it will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27. SPECIAL LEAVE

Special leave with pay may be granted by the University for a period normally not exceeding three working days each year in circumstances of an emergency or unforeseen nature.

28. BEREAVEMENT LEAVE

28.1 An employee will be entitled to three days paid leave on each occasion of the death of a member of the employee's immediate family or household.

28.2 For the purposes of this clause, **immediately family** means:

28.2.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

28.2.2 child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

28.3 Bereavement leave is in addition to the provisions of special leave provided for in clause 27 - Special leave.

29. JURY SERVICE

- 29.1** An employee who is required to attend for jury service will notify the University as soon as possible of the date upon which he or she is required to attend for such service.
- 29.2** An employee will be granted leave of absence with pay for the period necessary to attend for jury service. Provided that the employee will pay to the University any fees received for jury service, excluding any travel or meal expenses. Alternatively, the employee may take any paid annual leave or long service leave to which he or she is entitled and retain the fee.
- 29.3** An employee will be required to provide the University with documentation indicating proof of attendance at the court, the duration of such attendance, and the amount of any payment of fees by the court.

30. EMPLOYEE CALLED AS WITNESS

- 30.1** An employee subpoenaed or called to serve as a witness in a court or tribunal in a matter not involving the University will notify the University as soon as possible of the date upon he or she is required to serve in this capacity. In such circumstances, the employee will be granted leave of absence without pay for the period necessary to serve as a witness. Alternatively, the employee may take any paid annual leave or long service leave to which he or she is entitled.
- 30.2** An employee required to serve as a witness for University, or for a Union who is a party to this award, in proceedings involving the University will be granted leave with pay for the period of necessary absence but will not be eligible to receive any witness fees.

31. PUBLIC HOLIDAYS

- 31.1** Any day gazetted or proclaimed as a public holiday in the Australian Capital Territory will be allowed to an employee with pay.
- 31.2** Where a holiday is worked, otherwise than as overtime, an employee will elect to be either:
- 31.2.1** paid 150% of their base rate of pay within two weeks following the day when the holiday was observed; or
 - 31.2.2** paid 50% of their base rate of pay as provided in 31.2.1 and, in addition, have one day of annual leave for each holiday worked added to their annual leave accrual.
- 31.3** Where a public holiday or a University holiday falls during annual leave, sick leave or long service leave or on a rostered day off, one day will be added to the employee's recreation, sick or long service leave credit, whichever is applicable.
- 31.4** The provisions of 31.1, 31.2 and 31.3 will not apply to a casual employee who is not required to work on a public holiday or a University holiday. A casual employee will not be entitled to payment for that day.

PART 10 - MISCELLANEOUS MATTERS

32. NATIONAL TRAINING WAGE

This parties to this award will apply the National Training Wage Award 2000 [AW790899 [PR904174](#)] as varied.

33. SUPPORTED WAGE

33.1 This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

- 33.1.1** **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 33.1.2** **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 33.1.3** **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 33.1.4** **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

33.2 Eligibility criteria

- 33.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 33.2.2** The clause does not apply to any existing employee who has a claim against the University which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- 33.2.3** This clause does not apply to the University in respect of a facility program, undertaking service or the like where it receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and provides shelter to people with disabilities who are in receipt of or are eligible for a disability support pension, except where the University has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

33.3 Supported wage rates

33.3.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according the following schedule:

Assessed capacity	Prescribed award rate
(33.4)	
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

33.3.2 * Where a person's assessed capacity is 10%, they will receive a high assistance and support.

[33.3.3 varied by [PR954965](#); [PR969874](#) ppc 10Feb06]

33.3.3 Provided that the minimum amount payable will be not less than \$62 per week or such other amount determined by the Commission or other recognised authority.

33.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

33.4.1 the University and a union party to this award, in consultation with the employee if desired by the employee; or

33.4.2 the University and an accredited assessor from a panel agreed by the parties to the award and the employee.

33.5 Lodgement and assessment instrument

33.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the University with the Registrar of the Commission.

33.5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

33.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the supported wage system.

33.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

33.8 Workplace adjustment

Where the University wishes to employ a person under the provisions of this clause, it will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

33.9 Trial period

- 33.9.1** In order for an adequate assessment of the employee's capacity to be made, the University may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases, further, reasonable work adjustment time may be warranted.
- 33.9.2** During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 33.9.3** The minimum amount payable to the employee during the trial period will be not less than the amount referred to in 33.3.3.
- 33.9.4** Work trials should include induction or training as appropriate to the job being trialed.
- 33.9.5** Where the University and an employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment under 33.4.

34. ACCIDENT PAY

- 34.1** Where an employee is absent from work as a result of an incapacity for work in respect of which compensation is payable by the University under applicable legislation, the University shall make a payment to the employee during so much of the period of the employee's absence from work as the University determines, subject to 34.2. Such payment shall be, in addition to the compensation payable to the employee during that period, an amount equal to the amount by which the salary or wages that, but for the incapacity of the employee for work, would have been payable to the employee during the period.
- 34.2** Pursuant to 34.1, the University shall not, unless it determines otherwise, approve a period that is a total of more than six months for any one accident.
- 34.3** Where an employee recovers damages against the University in relation to the accident that gave rise to an incapacity for work, in respect of which payments have been made to the employee under this clause, any amount so paid to the employee shall, unless the University directs otherwise, be deducted from the amount of the damages recovered.
- 34.4** Subject to 34.5, an employee who recovers damages against a person, other than a person of the University, in relation to the accident that gave rise to an incapacity for work in respect of which payments have been made to the employee under this clause, shall pay to the University an amount equal to the amount, or the sum of the amounts paid to the employee pursuant to 34.1, unless the University directs otherwise.
- 34.5** The amount payable to the University pursuant to 34.4 shall not exceed the damages recovered by the employee.
- 34.6** A reference to damages in this clause shall be read as including an amount received under a compromise or settlement of a claim for damages whether legal proceedings had been instituted or not.
- 34.7** Where the absence or aggregate of absences exceeds six months in relation to the incapacity for work, the University may pay an amount to the employee equal to the amount by which the salary or wages that, but for the incapacity of the employee for work, would have been payable to the employee during that period exceeds that compensation during so much of the absence or absences that exceeds six months as the University approves.
- 34.8** Should the University not approve payment as provided for in 34.7, the employee may request that payment be made and such payment shall be debited proportionally against the sick leave credits of the employee.
- 34.9** Where an employee recovers damages against the University in relation to the accident that gave rise to an incapacity for work in respect of which payments have been made to the employee pursuant to 34.7, any amount so paid to the employee shall, unless the University directs otherwise, be deducted from the amount of the damages recovered.

34.10 Subject to 34.11, where an employee recovers damages against a person other than the University in relation to the accident that gave rise to an incapacity for work in respect of which payments have been made to the employee pursuant to 34.7, the employee shall, unless the University directs otherwise, pay to the University an amount equal to the amount, or the sum of the amounts, paid to the employee pursuant to 34.7.

34.11 The amount payable to the University pursuant to 34.10 shall not exceed the damages recovered by the employee.

34.12 In this clause, a reference to damages shall be read as including an amount received under a compromise or settlement of a claim for damages whether legal proceedings had been instituted or not.

SCHEDULE A - POSITION CLASSIFICATION STANDARDS

1. DEFINITION 1 - SUPERVISION

1.1 Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

1.2 Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

1.3 General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

1.4 Broad direction

Direction is provided in terms of objectives which may require the planning of employees, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

2. DEFINITION 2 - QUALIFICATIONS

Within the Australian Qualifications Framework

2.1 Year 12

Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

2.2 Trade certificate

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.

2.3 Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

2.4 Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

2.5 Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

2.6 Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

2.7 Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

2.8 Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

2.9 Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

2.10 Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

3. DEFINITION 3 - CLASSIFICATION DIMENSIONS

3.1 Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

3.2 Occupational equivalent

Examples of occupations typically falling within each classification level.

3.3 Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

3.4 Task level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

3.5 Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

3.6 Judgement, independence and problem solving

3.6.1 Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

3.6.2 This dimension looks at how much of each of these three qualities applies at each classification level.

3.7 Typical activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

SCHEDULE B - CLASSIFICATION DESCRIPTORS

1. HIGHER EDUCATION WORKER LEVEL 1

1.1 Training level or qualifications

1.1.1 Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

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

1.2 Occupational equivalent

Cleaner, labourer, trainee for Level 2 duties.

1.3 Level of supervision

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

1.4 Task level

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

1.5 Organisational knowledge

May provide straightforward information to others on building or service locations.

1.6 Judgement, independence and problem solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

1.7 Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

2. HIGHER EDUCATION WORKER LEVEL 2

2.1 Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed or:

- completion of Year 12 without work experience; or
- completion of Certificates I or II with related experience; or
- an equivalent combination of experience and training.

2.2 Occupational equivalent

Administrative assistant, security officer.

2.3 Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

2.4 Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

2.5 Organisational knowledge

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

2.6 Judgement, independence and problem solving

2.6.1 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

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

2.7 Typical activities

2.7.1 Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

- 2.7.2 Security officers may be involved in a range of security duties, including responding to alarms, following emergency procedures and preparing incident reports.

3. HIGHER EDUCATION WORKER LEVEL 3

3.1 Training level or qualifications

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

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

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

3.2 Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

3.3 Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

3.4 Task level

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

3.5 Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

3.6 Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

3.7 Typical activities

3.7.1 In trades positions, apply the skills taught in a trade certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.

3.7.2 In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

3.7.3 Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

3.7.4 In administrative positions, perform a range of clerical support tasks including:

- standard use of a range of desktop based programs (eg; word processing, established spreadsheet or data base applications, and management information systems (financial, student, HR systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees, including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

4. HIGHER EDUCATION WORKER LEVEL 4

4.1 Training level or qualification

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

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

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

4.2 Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

4.3 Level of supervision

4.3.1 In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

4.3.2 May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

4.4 Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

4.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

4.6 Judgement, independence and problem solving

4.6.1 In trades positions, extensive diagnostic skills.

4.6.2 In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

4.6.3 In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

4.7 Typical activities

4.7.1 In trades positions:

- work on complex engineering or interconnected electrical circuits;
- exercise high precision trades skills using various materials and/or specialised techniques.

4.7.2 In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of technical nature as directed.

4.7.3 In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

4.7.4 In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- be responsible for providing a full range of secretarial services, eg; in a faculty;
- plan and set up spreadsheets or data base applications;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.

5. HIGHER EDUCATION WORKER LEVEL 5

5.1 Training level or qualifications

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

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one years subsequent relevant work experience; or

- completion of a diploma qualification and at least two years subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years) relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

5.2 Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

5.3 Level of supervision

5.3.1 In professional positions, routine supervision to general direction, depending on tasks involved and experience.

5.3.2 In other positions, general direction and may supervise other employees.

5.4 Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

5.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

5.6 Judgement, independence and problem solving

5.6.1 In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level.

5.6.2 In technical positions, apply standard technical training and experience to solve problems.

5.6.3 In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

5.7 Typical activities

5.7.1 In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstration;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

5.7.2 In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services;
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

5.7.3 In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

5.7.4 In professional positions and under professional supervision:

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services.

6. HIGHER EDUCATION WORKER LEVEL 6

6.1 Training level or qualifications

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

- a degree with subsequent relevant experience; or

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

6.2 Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

6.3 Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

6.4 Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

6.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

6.6 Judgement, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

6.7 Typical activities

6.7.1 In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;

- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements;
- install, repair, provide and demonstrate computer services in laboratories.

6.7.2 In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget in a school or small faculty.

6.7.3 In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

7. HIGHER EDUCATION WORKER LEVEL 7

7.1 Training level or qualifications

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

- a degree with at least four years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

7.2 Occupational equivalent

Senior librarian, technical manager, senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

7.3 Level of supervision

Broad direction. May manage other administrative, technical and/or professional employees.

7.4 Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

7.5 Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

7.6 Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

7.7 Typical activities

7.7.1 In a library, combine specialist expertise and responsibility for managing a library function.

7.7.2 In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.

7.7.3 In technical manager positions, the management of teaching and research facilities for a department or school.

7.7.4 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research.

7.7.5 In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

8. HIGHER EDUCATION WORKER LEVEL 8

8.1 Training level or qualifications

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

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

8.2 Occupational equivalent

Manager (including administrative; research, professional or scientific); senior school or faculty administrator; researcher.

8.3 Level of supervision

Broad direction, with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

8.4 Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

8.5 Organisational knowledge

The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

8.6 Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

8.7 Typical activities

- 8.7.1** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 8.7.2** Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- 8.7.3** Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

8.7.4 Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

9. HIGHER EDUCATION WORKER LEVEL 9

9.1 Training level or qualifications

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

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

9.2 Occupational equivalent

Manager (including administrative; research, professional or scientific); senior school or faculty administrator; senior researcher.

9.3 Level of supervision

Broad direction, with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage employees including administrative, technical and/or professional employees.

9.4 Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

9.5 Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

9.6 Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (eg; to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisation structures.

9.7 Typical activities

- 9.7.1** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 9.7.2** Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- 9.7.3** Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- 9.7.4** Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

10. HIGHER EDUCATION WORKER LEVEL 10

10.1 Training level or qualifications

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

- proven expertise in the management of significant human and material resources in addition to, in some areas;
- postgraduate qualifications and extensive relevant experience.

10.2 Occupational equivalent

Senior program, research or administrative manager.

10.3 Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

10.4 Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

10.5 Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the institution's strategies to new, including externally generated, demands.

10.6 Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

10.7 Typical activities

- 10.7.1** Manage a large functional unit with a diverse or complex set of functions and significant resources.
- 10.7.2** Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.
- 10.7.3** Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant employees and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE C - MINIMUM CALL OUT FOR CASUAL EMPLOYEES

[Schedule C inserted by [PR948450](#) ppc 07Jul04]

General Occupational Group	Specific Occupational Group	Minimum hours for casual employees
Actors	Actors	2 hours
Family Day Care Workers/Childcare	Persons engaged in the provision of family day care services and related support services, including childcare Workers	2 hours
Hospitality workers	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.	2 hours
Pastoral and farm workers	All employees, employed in connection with the management, rearing or grazing of sheep, cattle, horses or other livestock; the sowing, raising or harvesting of crops; the preparation and treatment of land for any of these purposes; & the shearing or crutching of sheep.	1 hour
Building & Maintenance	All maintenance workers in the building industry	1 hour
Nurses	Registered Nurses, State Enrolled Nurses and Mothercraft Nurses	2 hours
Gardeners	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 ground keepers	1 hour

SCHEDULE D - SEASONAL, PART-YEAR OR ANNUALISED HOURS EMPLOYMENT

[Schedule D inserted by [PR948450](#) ppc 07Jul04]

1. APPLICATION

The terms and conditions in this schedule apply to employees converted from casual employment to “Seasonal”, “Part-Year” or “Annualised Hours” employment in accordance with clause 11.2.10 of the award.

2. “SEASONAL” OR “PART-YEAR” EMPLOYEES

2.1 Definitions

2.1.1 “Seasonal” or “part-year” employees, are employees appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as offered by the University consistent with clause 11.2.9 of the award, or as subsequently varied by agreement with the seasonal or part-year employee.

2.1.2 During the periods of the calendar year that the employee is not required to perform work, the employee’s employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

2.2 Accrual of pay

In respect of the periods or seasons of work for which they are engaged, seasonal or part-year employees will be paid on the same basis as comparable, full-time or part-time continuing employees, as the case may be.

2.3 Leave entitlements

Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the employee during the periods or seasons of work for which the seasonal or part-year employees are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the employee.

2.4 Public Holidays

Part-year and seasonal employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.

2.5 Termination of Employment

In the event that the employment of a part-year or seasonal employee ceases, for whatever reason, and the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee.

3. “ANNUALISED HOURS” EMPLOYEES

3.1 Definitions

3.1.1 An “annualised hours employee” is an employee engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the University, consistent with clause 11.2.9 of the Award, or as subsequently varied by agreement with the annualised hours employee.

3.1.2 Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of the University and can be rostered over a period of less than 52 weeks.

3.2 Accrual of Pay

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

3.3 Leave entitlements

Annualised hours employees will be entitled to receive the leave entitlements of a full-time employee on a proportional basis determined by the number of annualised ordinary hours required to be worked by the employee within the year. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the employee.

3.4 Public holidays

Annualised hours employees will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

3.5 Overtime

Annualised hours employees will be eligible for overtime in the same manner as full-time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

3.6 Additional hours

Where in any year, an annualised hours employee works in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

3.7 Alteration of annual hours

In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the annualised hours employee shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

3.8 Termination of employment

In the event that the employment of an annualised hours employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:

- 3.8.1** if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee; and
- 3.8.2** if an employee has performed work for which they have not yet received pay by the University, the University will pay to the employee such amount as at the date of termination.

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