

## **AP838628 - The University of Notre Dame General Staff Award 2004**

This AIR consolidated award incorporates all amendments up to and including 4 February 2005 ([PR955545](#)).

### **About this Award:**

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AP838628 [Pre-Reform AIR Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.111(1)(b) application for an award

**University of Notre Dame Australia**  
(C2004/6502)

**THE UNIVERSITY OF NOTRE DAME GENERAL STAFF AWARD 2004**

General staff

Educational services

DEPUTY PRESIDENT BLAIN

PERTH, 4 FEBRUARY 2005

*Wages and conditions.*

**AWARD**

## **PART 1 - APPLICATION AND OPERATION**

### **1. TITLE**

This award shall be known as The University of Notre Dame General Staff Award 2004.

## **2. ARRANGEMENT**

This award is arranged as follows:

### **Part 1 - Application and operation**

1. Title
2. Arrangement
3. Term of award
4. Area and scope
5. Definitions
6. Anti-discrimination
7. Disputes settlement procedure
8. Enterprise flexibility provisions
9. Copies of award

### **Part 2 - Employment and termination arrangements**

10. Probation
11. Modes of employment

### **Part 3 - Hours of work arrangements**

12. Hours of duty
13. Overtime
14. Christmas/New Year closedown

### **Part 4 - Salaries and allowance**

15. Payment of salaries
16. Salaries
17. Supported wage system
18. Higher duties allowance
19. Payment for use of employee's own vehicle

### **Part 5 - Leave and public holidays**

20. Leave without pay
21. Special leave
22. Long service leave
23. Annual leave
24. Family leave
25. Jury service
26. Public holidays
27. Sick leave
28. Parental leave
29. Redundancy

### **Schedule A - Position classification standards**

### **3. TERM OF AWARD**

This award shall operate on and from 4 February 2005 and will remain in operation for a period of twelve (12) months.

#### **4. AREA AND SCOPE**

##### **4.1 Parties to be bound**

This award shall be binding on:

- (i) the NTEU and its officers in respect of its members and persons eligible to be members; and
- (ii) the University of Notre Dame in relation to all general staff employees.

## **5. DEFINITIONS**

### **5.1 Duly authorised officer**

Means an officer to whom authority for a particular matter has been delegated by the Vice-Chancellor.

### **5.2 General staff employee**

Means a general staff employee of the University, but does not include:

- Academic employees;
- Employees whose conditions of engagement provide that their salary and status shall be equivalent to those of a member of the academic staff;
- Employees employed principally to teach ELICOS, TESOL or other non-award English language courses in English language centres;
- The Vice-Chancellor, Deputy Vice-Chancellor, Provost and Executive Directors.

### **5.3 Eligible casual employee**

Means a casual employee 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 has a reasonable expectation of ongoing employment.

### **5.4 Union**

Means:

- The National Tertiary Education Industry Union (NTEU)

### **5.5 University**

Means:

- The University of Notre Dame Australia.

## **6. ANTI-DISCRIMINATION**

- 6.1** 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.
- 6.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 6.3** Nothing in this clause is taken to affect:
- 6.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 6.3.2** junior rates of pay;
  - 6.3.3** 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;
  - 6.3.4** the exemptions in s.170CK(3) and (4) of the Act.

## **7. DISPUTES SETTLEMENT PROCEDURE**

**7.1** In the event of dispute arising over the terms or operation of this award, the following procedure shall apply:

**7.1.1** An employee raising a matter in dispute shall first refer it to or discuss it with the member of staff to whom the employee is responsible.

**7.1.2** If the employee is not satisfied with the outcome of action taken under 7.1.1, the employee may refer the matter in dispute to, or discuss it with, the a duly authorised officer.

The employee may elect to be represented by a representative of their choice, including an officer of a union if the employee is a member of a union, at these discussions.

**7.1.3** The authorised officer mentioned in 7.1.2, shall consider the matter as soon as possible and inform the employee either of the decision or of the action proposed.

**7.1.4** If the employee is not satisfied with the outcome of action taken under 7.1.2, above the matter may be referred to a further meeting of representatives of the University and the employee and his/her representative.

**7.1.5** Should the dispute not be resolved by the processes referred to in 7.1.1 to 7.1.4, the matter may be referred to the Australian Industrial Relations Commission for conciliation and/or arbitration.

**7.1.6** While the above procedure is in train, work shall continue as normal, without prejudice to either the University or the employee, unless the employee has a reasonable concern about an imminent risk to his or her health and safety.

**7.2** In order to facilitate the procedure shown at 7.1:

**7.2.1** The party with a grievance must notify the other party in writing at the earliest opportunity.

**7.2.2** Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

**7.2.3** Realistic time limits must be allowed for the completion of the stages of any discussions. However, the parties must cooperate to ensure that the disputes settlement procedures are carried out as quickly as is possible.

**7.3** An authorised employee representative referred to at 7.1.2, will be granted reasonable leave of absence with pay to undertake training on the following conditions:

**7.3.1** The content of the training will enhance the employee representative's role in dispute resolution, consistent with the procedures of this clause.

**7.3.2** The University's operating requirements permit the granting of leave.

**7.3.3** Payment for the leave will not include shift or penalty payments or overtime.

## **8. ENTERPRISE FLEXIBILITY PROVISIONS**

Where the University or a general staff member of the University wish to pursue an agreement about how this award should be varied so as to allow the University to operate more efficiently according to the particular needs of the University, the following process shall apply:

- 8.1** a consultative mechanism and procedure appropriate to the size, structure and needs of the University will be established;
- 8.2** for the purpose of the consultative process, general staff may nominate a union or another employee of the University to represent them;
- 8.3** where agreement is reached, an application will be made to the Australian Industrial Relations Commission.

## **9. COPIES OF AWARD**

Every general staff employee shall have access to a copy of this award by electronic or hard copy means.

## **PART 2 - EMPLOYMENT AND TERMINATION ARRANGEMENTS**

### **10. PROBATION**

- 10.1** Except as provided for in 10.2 and 10.3, every appointee, except one engaged on a casual basis shall in the first instance be appointed on probation and may be continued in such probationary appointment for a period of up to six months.
- 10.2** On the expiry of the period of probation the Vice-Chancellor may, on the recommendation of the authorised supervisor of the employee, confirm or annul the appointment or extend the period of probation for a further period or periods not exceeding six months. Should an appointee on probation have the period of probation extended the appointee shall be notified of the reason in writing not less than two weeks prior to the conclusion of the probationary period. The total period of probation shall not exceed twelve months or one quarter of the contract, whichever is the lesser.
- 10.3** The employment of employees at the University who are serving a probationary period may be terminated by either the employee or the employer upon two weeks notice in writing, and will be subject to the payment or forfeiture of two weeks pay in lieu of notice. Provided that a lesser period of notice may be agreed between the employee and the University.

## **11. MODES OF EMPLOYMENT**

**11.1 Employees** may be engaged as fixed term or casual, on either a part-time or full-time basis.

**11.2 Full time employment** means an employee who works a minimum of 37.5 hours per week.

**11.3 Part-time employment** means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all award entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**11.3.1** The hours of work of a part-time employee shall be as agreed between the employee and the University at the commencement of employment and shall not be subject to unreasonable variation. The employee and the University may reach agreement upon a subsequent continuous variation to the agreed hours and any such variation shall be recorded in writing prior to the effective date.

**11.4 Fixed-term employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire), and for which, during the term of employment, the contract is not terminable, by the employer, other than during a probationary period, or for cause based upon serious or wilful misconduct. Fixed term employment may be on a full time or part time basis.

**11.4.1** The hours of work of a part-time employee shall be as agreed between the employee and the University at the commencement of employment and shall not be subject to unreasonable variation. The employee and the University may reach agreement upon a subsequent continuous variation to the agreed hours and any such variation shall be recorded in writing prior to the effective date.

**11.5 Casual employment** means a person engaged by the hour and paid on an hourly basis and may be terminated by one hour's notice on either side or without notice for serious and wilful misconduct.

## **PART 3 - HOURS OF WORK ARRANGEMENTS**

### **12. HOURS OF DUTY**

- 12.1** The standard hours of work for full time employees shall be 37.5 hours per week excluding meal breaks, to be worked between 7.30am and 6.30pm, Monday to Friday.
- 12.2** Notwithstanding the above, by agreement with the employee the standard hours may be worked on any days and within a spread of hours no greater than 12.5 per day.

### **13. OVERTIME AND TIME OFF IN LIEU**

**13.1** The University may direct an employee to work a reasonable amount of overtime, outside of standard work hours and the employee shall work in accordance with such requirements and shall be entitled to receive time off in lieu, subject to the following provisions.

**13.2** For every hour an employee is directed to work overtime the employee will be entitled to one hour time off in lieu, provided that a minimum of 30 minutes overtime work must have been undertaken by the employee to be entitled to any overtime.

**13.3** Time off in lieu of overtime will not apply to:

**13.3.1** An employee whose maximum annual salary, including allowances, is in excess of Level 7 step 1, unless the Vice-Chancellor gives special approval; or to

**13.3.2** An employee whose work is not subject to close supervision, unless directed by a duly authorised officer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined.

**13.4** 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:

**13.4.1** any risk to employee health and safety;

**13.4.2** the employee's personal circumstances including any family responsibilities;

**13.4.3** the needs of the workplace or enterprise;

**13.4.4** the notice (if any) given by the University of the overtime and by the employee of his or her intention to refuse it; and

**13.4.5** any other relevant matter.

#### **14. CHRISTMAS/NEW YEAR CLOSEDOWN**

The decision of the Vice Chancellor, or his delegate(s), will determine the University's Christmas/New Year closure period.

- 14.1** If, on the decision of the governing body, any of the days stated in clause 26 - Public holidays, are not observed as holidays on the appointed day, then one day's leave in lieu will be granted for each such holiday subject to the day in lieu being taken during the year in which the public holiday occurred.

## **PART 4 - SALARIES AND ALLOWANCES**

### **15. PAYMENT OF SALARIES**

Salaries (including allowances) shall be paid fortnightly.

## **16. SALARIES**

The classifications and minimum salaries applicable to general staff employees are set out at clause 16.8 - Salaries payable, for the University.

### **16.1 Salary movement within a classification level**

At the conclusion of each twelve month equivalent full time period, general staff employees shall be eligible for movement on the appropriate level to the next highest pay point, within the UNDA general staff salary scales, following a staff performance review.

**16.2** Movement to the next pay point, within the appropriate level, will only occur when an employee has, over the preceding twelve months:

**16.2.1** acquired and utilised additional skills, experience and competencies within the ambit of the classification and in accord with the priorities of the organisational unit and or University. For this purpose the employee will be assessed against relevant criteria used in a staff development/performance review; and

**16.2.2** demonstrated satisfactory performance against the position classification standards within this award.

**16.3** If the requirements of 16.2.1 and 16.2.2 are not met at the conclusion of the period referred to in 16.2, then the employee will not progress until such time as the requirements in 16.2.1 and 16.2.2 are met.

**16.4** Movement to the next highest pay point will be effective from the anniversary date. In cases where a staff development/performance review is delayed, the anniversary date shall not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibilities and/or competencies, in which case the date of acquisition will be the effective date.

**16.5** An employee who has been absent in excess of three months, in aggregate, shall have the review delayed by the period of absence. Any resultant increase shall also be delayed by the period of absence.

**16.6** An annual staff development/performance review shall be conducted for all full-time and part-time employees. Such review will be confidential.

**16.7** The aims of this review will at least include:

**16.7.1** assessment of performance and use of skills against the position classification standards;

**16.7.2** identification of the development and training needs of the employee in order to:

- enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisational unit and/or the University;
- identify performance objectives;
- ensure continued satisfactory performance within the ambit of the classification.

## **16.8 Salaries Payable**

**16.8.1** The classifications and minimum rates of pay applicable in respect of the University are set out below.

**16.8.2** Apprentices/trainees shall be paid the current wage rate shown in the National Training Wage Award (2000). Junior employees shall be paid an agreed percentage of the minimum salary payable to an adult employee for the duties performed.

### **16.8.2(a) Junior rates of pay**

|              |     |
|--------------|-----|
| 20 years old | 90% |
| 19 years old | 80% |
| 18 years old | 70% |
| 17 years old | 60% |

**16.8.3** Classification descriptors for each of the classification levels shown below are as set out in Schedule A - Position classification standards. These classification descriptors shall be the primary determinant of the classification of general staff positions. Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the employer, taking into account the skills and responsibilities required to perform that work.

**16.8.4** An employee shall not refuse to perform duties reasonably required, consistent with the employee's classification and which the employee is competent to perform.

**16.8.5** The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2004* decision [[PR002004](#)]. 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 over-award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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.

| <b>Level</b> | <b>Pay point</b> | <b>\$</b> |
|--------------|------------------|-----------|
| 1.           | 1.1              | 27,670    |
|              | 1.2              | 28,066    |
|              | 1.3              | 28,525    |
| 2.           | 2.1              | 29,318    |
|              | 2.2              | 29,777    |
|              | 2.3              | 30,121    |
| 3.           | 3.1              | 30,582    |
|              | 3.2              | 31,274    |
|              | 3.3              | 31,862    |
|              | 3.4              | 32,554    |
| 4.           | 4.1              | 34,296    |
|              | 4.2              | 35,092    |
|              | 4.3              | 35,669    |
|              | 4.4              | 36,246    |
| 5.           | 5.1              | 36,707    |
|              | 5.2              | 37,630    |
|              | 5.3              | 38,783    |
|              | 5.4              | 40,063    |
| 6.           | 6.1              | 41,217    |
|              | 6.2              | 41,909    |
|              | 6.3              | 42,497    |
|              | 6.4              | 43,189    |
| 7.           | 7.1              | 44,573    |
|              | 7.2              | 45,958    |
|              | 7.3              | 47,342    |
|              | 7.4              | 48,957    |
| 8.           | 8.1              | 49,187    |
|              | 8.2              | 50,572    |
|              | 8.3              | 51,956    |
|              | 8.4              | 53,340    |
| 9.           | 9.1              | 56,108    |
|              | 9.2              | 57,031    |
|              | 9.3              | 57,954    |
|              | 9.4              | 59,108    |
| 10.          | 10.1             | 60,261    |

## 17. SUPPORTED WAGE SYSTEM

17.1 This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. For the purpose of this clause:

17.1.1 **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*.

17.1.2 **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.

17.1.3 **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.

17.1.4 **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.

### 17.2 Eligibility criteria

17.2.1 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.

17.2.2 This clause does not apply to any existing employee who has a claim against the employer 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.

### 17.3 Supported wage rates

17.3.1 Employees to whom this clause applies shall 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 to the following schedule:

| Assessed capacity<br>(21.4) | % of prescribed<br>Award rate |
|-----------------------------|-------------------------------|
| 10%*                        | 10%                           |
| 20%                         | 20%                           |
| 30%                         | 30%                           |

| <b>Assessed capacity<br/>(21.4)</b> | <b>% of prescribed<br/>Award rate</b> |
|-------------------------------------|---------------------------------------|
| 40%                                 | 40%                                   |
| 50%                                 | 50%                                   |
| 60%                                 | 60%                                   |
| 70%                                 | 70%                                   |
| 80%                                 | 80%                                   |
| 90%                                 | 90%                                   |

**17.3.2** Provided that the minimum amount payable shall be not less than \$61 per week.

**17.3.3\*** Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

#### **17.4 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:

**17.4.1** The employer and the relevant union party to the award, in consultation with the employee or, if desired by any of these;

**17.4.2** The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### **17.5 Lodgement of assessment instrument**

**17.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

**17.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment.

#### **17.6 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 shall be in accordance with the procedures for assessing capacity under the supported wage system.

## **17.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall 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.

## **17.8 Workplace adjustment**

An employer wishing to employ a person under the provisions of this clause shall 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.

## **17.9 Trial period**

**17.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**17.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

**17.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.

**17.9.4** Work trials should include induction or training as appropriate to the job being trialled.

**17.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 17.4.

## **18. HIGHER DUTIES**

**18.1** Subject to the following clauses, where a position at a higher classification is vacant and an employee is temporarily assigned, or required, to perform all the duties of the position at a higher classification, the employee shall be remunerated at the minimum rate applicable to the higher classification.

**18.2** An employee shall not be considered to be temporarily assigned duties at a higher classification except where the period exceeds 10 working days.

**18.2** In the event that two, or more, employees are temporarily required to perform shared duties of a position classified at a higher level; or, unless it is specified at the commencement of the higher duties, that an employee has only been temporarily appointed to undertake a portion of the duties of a position, then the remuneration shall be paid on a pro rata basis as 18.2.1.

**18.2.1** Pro rata duties shall be paid on the following basis:

| <b>% of higher duties</b> | <b>Amount of higher duties allowance paid</b> |
|---------------------------|-----------------------------------------------|
| 25%                       | 25% of the difference                         |
| 50%                       | 50% of the difference for the entire period   |
| 75%                       | 75% of the difference for the entire period   |
| 100%                      | 100% of the difference for the entire period  |

**18.3** An employee temporarily assigned duties at a higher classification level shall be entitled to receive the rate applicable for the higher position during a period of paid leave or public holiday provided that the employee would have received the rate applicable for the higher position if he or she had not been absent from the workplace for the period of the paid leave or the public holiday.

**18.4** Where any employee who is in receipt of an allowance proceeds on a period of annual leave or sick leave, and the position is replaced, then the allowance will cease.

**18.5** The filling of short term vacancies by higher duties will only occur where essential to the operational requirements of the University and as determined by the Dean or Executive Director.

**18.6** No higher duties allowance will be payable to a relieving employee whose position is designated as a “deputy” or equivalent of a more senior employee, whose normal duties as specified by his/her job description include deputising for that more senior employee and who is deputising while the senior employee is absent on duty or for periods of leave for up to four weeks.

## **19. PAYMENT FOR USE OF EMPLOYEE'S OWN VEHICLE**

**19.1** 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 determined by the University in accordance with the conditions approved by the Australian Taxation Office as below or as varied from time to time. If an employee:

- is not required to supply and maintain a motor vehicle for travelling on official business as a term of employment; and
- is requested by an authorised senior officer to use a private motor vehicle on official business; and
- consents to do so; and, is not in receipt of an allowance provided for in 19.2;

then he/she shall be entitled to be paid the appropriate rate of allowance shown at 19.4.

**19.2** The University may pay to an employee a commuted amount for the use of motor vehicles belonging to an employee.

**19.3** Where an employee in the course of a journey travels through two or more of the separate areas, payment of hire at the rates prescribed by 19.4, shall be made at the appropriate rate applicable to each of the separate areas to be traversed.

**19.4** The rates of hire for the use of an employee's own vehicle on official business shall be as follows:

| <b>Area and details</b>       | <b>Engine displacement (in cubic centimetres)</b> |                                         |                                          |
|-------------------------------|---------------------------------------------------|-----------------------------------------|------------------------------------------|
|                               | <b>Over 2600cc<br/>cents per km</b>               | <b>1601cc - 2600cc<br/>cents per km</b> | <b>1600cc and under<br/>cents per km</b> |
| Metropolitan area             | 63.3                                              | 54.9                                    | 48.7                                     |
| South West Land Division      | 65.1                                              | 56.5                                    | 50.2                                     |
| North of 23.5° South Latitude | 71.4                                              | 62.3                                    | 55.5                                     |
| Rest of State                 | 67.3                                              | 58.4                                    | 51.8                                     |

## **PART 5 - LEAVE AND PUBLIC HOLIDAYS**

### **20. LEAVE WITHOUT PAY**

Nothing in this award shall prevent a University from granting leave without pay to an employee for any purpose for which paid leave is available within this award.

**21. SPECIAL LEAVE**

**21.1** An employee may be granted paid leave of absence ON the death of an immediate family member, or for some other special purpose not able to be anticipated, at the discretion of the Vice Chancellor or his or her delegate. Any such leave of absence shall generally not exceed, in the aggregate, 37.5 working hours in any one calendar year.

**21.2** The provisions of this clause shall not apply to casual employees.

## **22. LONG SERVICE LEAVE**

### **22.1 Entitlement**

An employee who has completed ten years continuous service shall be entitled to thirteen weeks paid long service leave.

**22.2** For each and every subsequent period of ten years' continuous service an employee shall be entitled to an additional thirteen weeks long service leave on full pay.

**22.3** An employee shall take long service leave accrued in accordance with 22.1 and 22.2, at any time within three years of the leave becoming due. The time of taking such leave shall be at the nomination of the employee, with reasonable allowance for the operating requirements of the University. Provided that the taking long service leave may be deferred beyond three years in **exceptional circumstances** which shall include retirement within five years of the date of entitlement.

**22.4** Upon application by an employee, the University may approve of the taking by the employee:

**22.4.1** of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or

**22.4.2** of any portion of the employee's long service leave entitlement on full pay or double such period on half pay.

**23.5** Any holiday prescribed in clause 26 - Public holidays, occurring during the period in which an employee is on long service leave shall be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

### **22.6 Pro rata long service leave**

**22.6.1** A lump sum payment for the monetary equivalent of a long service leave entitlement accrued in accordance with this clause, and for any pro rata long service leave based on continuous service of a lesser period shall be made in the following circumstances:

**22.6.1(a)** To an employee who, not having resigned, is retired for any other cause: Provided that no payment shall be made for pro rata long service leave unless the employee has completed not less than seven years' continuous service before the date of retirement.

**22.6.1(b)** To the estate of an employee or such other person as may be approved by the Vice-Chancellor, in the event of a death of an employee, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of death.

**22.7** A calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies, and no such payment shall exceed the equivalent of twelve months' salary.

**22.8** The expression **continuous service** in this clause includes any period during which an employee is absent on full pay or part pay from his/her duties, but does not include:

**22.8.1** any period exceeding two weeks during which the employee is absent on leave without pay;

**22.8.2** any period during which the employee is taking his/her long service leave entitlement or any portion thereof;

**22.8.3** any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.

## **23. ANNUAL LEAVE**

### **23.1 Entitlement**

**23.1.1** An employee shall be entitled to leave of absence for recreation of 150 hours on full pay for each year of service. Entitlements to recreation leave will be credited one year in advance on the 1st day of January each year. An employee may take the entitlement at any time during the year, subject to the reasonable operational requirements of the University.

**23.1.2** An employee, who is first appointed after the 1st January shall, for continuous service to the 31st December next, be credited with a pro rata annual recreation leave entitlement on a pro rata basis.

**23.2** Annual leave must be used in the calendar year in which the entitlement accrues, or cleared during the month of January of the following year. Leave may only be accrued and used after that time with the written approval of the Vice Chancellor. Such approval will normally only be granted when leave has been applied for and refused or workloads don't allow it to be taken. In the first pay period of October each year, the University will remind General Staff to take their annual leave by 31 January of the following year.

### **23.3 Pro rata annual leave**

**23.3.1** If after one month's continuous service an employee resigns or the employee's appointment is terminated through no fault of the employee, the employee shall be paid pro rata annual leave accrued at the date of resignation or termination of appointment.

**23.3.2** Where an employee who has already taken annual recreation leave entitlement for the year, or part thereof, resigns or is dismissed for any reason, the employee shall refund the value of the unearned portion of such leave.

### **23.4 Annual leave loading**

**23.4.1** An annual recreation leave loading of an amount determined in accordance with 23.4.2, shall accrue to an employee in respect of each entitlement of annual recreation leave.

**23.4.2** The amount of the annual recreation leave loading shall be equal to 17.5% of four weeks' salary.

**23.4.3** An employee who resigns or whose appointment is terminated for reasons other than through no fault of the employee shall not be paid the annual recreation leave loading for any pro rata period of leave.

**23.5** Should any of the holidays referred to in clause 26 - Public holidays, occur during the period an employee is absent on annual recreation leave a day in lieu of each holiday shall be added to the period of annual recreation leave. Provided that no day shall be added where any of the prescribed holidays fall on a Saturday or Sunday.

## **24. FAMILY LEAVE**

### **24.1 Immediate family means:**

- 24.1.1** a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- 24.1.2** a 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.

### **24.2 Sick leave for family purposes**

An employee (excluding a casual employee) with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to five days per annum of their sick leave entitlement, for absences to provide care and support for such persons when they are ill.

**24.2.1** The entitlement to use sick leave in accordance with this subclause is subject to:

**24.2.1(a)** the employee being responsible for the care of the person concerned; and

**24.2.1(b)** the person concerned being either:

**24.2.1(b)(i)** a member of the employee's immediate family; or

**24.2.1(b)(ii)** a member of the employee's household.

### **24.3 Unpaid leave for family purpose**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

### **24.5 Notice**

The employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

## **25. JURY SERVICE**

- 25.1** An employee (other than a casual employee), required to appear and serve as a juror in any court will be entitled to paid leave less any monies received from the Court for the period during which the employee is required at Court.
- 25.2** To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the employee has attended the Court, and details of payments received.

## **26. PUBLIC HOLIDAYS**

**26.1** Subject to the provisions of clause 14 - Christmas/New Year closedown, the following days shall be observed as holidays:

- New Year's Day;
- Australia Day;
- Labour Day (University open)
- Good Friday;
- Easter Monday;
- Anzac Day;
- Foundation Day;
- Sovereign's Birthday;
- Christmas Day;
- Boxing Day;

Provided that whenever Australia Day, Foundation Day, or Sovereign's Birthday fall on a day other than a Monday, the next following Monday shall be the holiday instead of such day.

**26.2** An employee who is required to work on an appointed holiday shall, subject to the provisions of 14.1, be granted equivalent time off in lieu as prescribed in 14.1, for the time so worked.

## **27. SICK LEAVE**

**27.1** An employee shall be entitled to leave of absence on full or half pay in accordance with the provisions of this clause for personal illness or injury necessitating a period of confinement to the house or a hospital, as the case may be.

### **27.2 Entitlement**

**27.2.1** Full time general staff employees shall be entitled to 10 days paid sick leave per annum. This accrues on commencement with entitlements credited by 5 days at the time of appointment and 5 days on completion of 6 months service. Part time staff will be credited on a pro rata basis.

**27.2.2** Untaken sick leave shall accrue from year to year to a maximum of 100 days.

### **27.3 Lodgement of applications**

An application for leave of absence on the grounds of illness or injury shall be made in writing, as soon as reasonably practicable, and be accompanied:

**27.3.1** by a certificate from a registered medical practitioner if the absence is for 2 or more consecutive working days; or

**27.3.2** by a certificate from a registered dentist if the absence is for a dental condition and the absence will not be greater than one week;

**27.3.3** giving details of the nature of the illness or injury and the probable duration of the absence from work.

**27.4** The number of hours leave which may be granted without the production of a medical certificate or a certificate from a registered dentist shall not exceed 37.5 working hours in any year.

**27.5** Debits for sick leave shall be on the basis of working hours and shall not include any of the holidays prescribed by clause 26 - Public holidays, occurring during the period of leave.

### **27.6 Long term absence**

An employee absent from duty on account of illness or injury for a period of more than three months shall not be permitted to resume duty unless a registered medical practitioner has certified that he/she is fit to resume work.

### **27.7 Illness whilst on annual or long service leave**

**27.7.1** Where an employee is ill:

**27.7.1(a)** during a period of annual leave, for a period of at least five consecutive working days; or

**27.7.1(b)** during a period of long service leave, for a period of at least ten consecutive working days,

and produces at the time or as soon as possible thereafter satisfactory medical evidence that the employee is or was as a result of the illness confined to his/her place of residence or a hospital, he/she shall be granted additional leave equivalent to the period during which the employee was so confined. The time of taking this additional leave shall be subject to the reasonable operating requirements of the University.

**27.7.2** An employee who is absent on leave without pay is not eligible for leave of absence on account of illness or injury under this clause during the currency of that leave without pay.

## **27.8 Granting of leave**

**27.8.1** Where the duly authorised officer has reasonable grounds to doubt that an employee was validly absent on the grounds of illness or injury, the University may require the employee to attend an examination by a medical practitioner nominated by the University.

**27.8.2** An employee required to in accordance with 27.8.1 attend a medical examination shall be liable to pay the fee for the examination in the following circumstances:

**27.8.2(a)** if the medical practitioner's report does not confirm that the employee is ill;

**27.8.2(b)** if the employee does not attend the examination at the appointed time without reasonable cause.

## 28. PARENTAL LEAVE

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.

### 28.1 Definitions

For the purpose of this clause

**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.

**Parental leave** is the generic term for maternity, paternity and adoption leave.

### 28.2 Entitlement

**28.2.1** After twelve months continuous service full time and part time employees taking:

- (a) **Maternity leave** – will be entitled to unpaid leave which will not exceed a period of 52 weeks.
- (b) **Paternity leave** - will be entitled to unpaid leave which will not exceed a period of 52 weeks.
- (c) **Adoption leave** - will be entitled to unpaid leave which will not exceed a period of 52 weeks.

**28.2.2** After two years continuous service, an employee is entitled to

- (a) **paid maternity leave** – which will not exceed a period of 12 weeks and which will be counted as part of and not in addition to the 52 weeks of maternity leave.
- (b) **paid adoption leave** – which will not exceed six weeks leave on full pay where the adopted child is up to one year of age; or three weeks on full pay where the child is older than one year of age, both of which will be counted as part of an not in addition to the 52 weeks of adoption leave.

PROVIDED THAT the payment made to the employee is conditional upon the employee returning to work for a minimum of 6 months at the completion of the parental leave period, and failure to do so will result in the employee being required to refund to the University the entire maternity leave or adoption leave payment.

**28.2.2** **Unpaid parental leave** is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- 28.2.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- 28.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### **28.3 Maternity leave**

- 28.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - 28.3.1(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;
  - 28.3.1(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.
- 28.3.2 When the employee gives notice under 28.3.1 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.
- 28.3.3 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.
- 28.3.4 Subject to 28.3.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 28.3.5 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, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 28.3.6 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 28.3.7 Where leave is granted under 28.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **28.4 Paternity leave**

**28.4.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

**28.4.1(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; and

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

**28.4.1(c)** a statutory declaration stating:

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

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

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

## **28.5 Adoption leave**

**28.5.1** The employee will notify the employer 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.

**28.5.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

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

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

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

**28.5.3** An employer may require an employee provide confirmation from the appropriate government authority of the placement.

**28.5.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**28.5.5** 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.

## **28.6 Variation of period of parental leave**

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

## **28.7 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

## **28.8 Transfer to a safe job**

**28.8.1** 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 be employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer 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.

**28.8.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

## **28.9 Returning to work after a period of parental leave**

**28.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**28.9.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 28.8, the employee will be entitled to return to the position they held immediately before such transfer.

**28.9.3** 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.

## **28.10 Replacement employees**

- 28.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 28.10.2** A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

## 29. REDUNDANCY

### 29.1 Definitions

**29.1.1 Business** includes trade, process, business or occupation and includes part of any such business.

**29.1.2 Redundancy** occurs where the University has made a definite decision that the University no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

**29.1.3 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**29.1.4 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

### 29.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 29.3 Severance pay

**29.3.1** An employee, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

| <b>Period of continuous service</b> | <b>Severance pay</b> |
|-------------------------------------|----------------------|
| Less than 1 year                    | Nil                  |
| 1 year and less than 2 years        | 4 weeks' pay*        |
| 2 years and less than 3 years       | 6 weeks' pay         |
| 3 years and less than 4 years       | 7 weeks' pay         |

| <b>Period of continuous service</b> | <b>Severance pay</b> |
|-------------------------------------|----------------------|
| 4 years and less than 5 years       | 8 weeks' pay         |
| 5 years and less than 6 years       | 10 weeks' pay        |
| 6 years and less than 7 years       | 11 weeks' pay        |
| 7 years and less than 8 years       | 13 weeks' pay        |
| 8 years and less than 9 years       | 14 weeks' pay        |
| 9 years and less than 10 years      | 16 weeks' pay        |
| 10 years and over                   | 12 weeks' pay        |

\* **Week's pay** is defined in 29.1.

**29.3.2** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

**29.3.3** Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

#### **29.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **29.5 Alternative employment**

**29.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

**29.5.2** This provision does not apply in circumstances involving transmission of business as set in 29.7.

#### **29.6 Job search entitlement**

**29.6.1** During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**29.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## **29.7 Transmission of business**

**29.7.1** The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

**29.7.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

**29.7.1(b)** Where the employee rejects an offer of employment with the transmittee:

**29.7.1(b)(i)** in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

**29.7.1(b)(ii)** which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

**29.7.2** The Commission may vary 29.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

## **29.8 Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specific task or tasks; or
- casual employees.

## **29.9 Incapacity to pay**

The Commission may vary the severance pay prescriptions on the basis of the University's incapacity to pay. An application may be made by the University.

## **29.10 Redundancy Disputes Procedure**

**29.10.1** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:

**29.10.1(a)** the reasons for any proposed redundancy;

**29.10.1(b)** the number and categories of workers likely to be affected; and

**29.10.1(c)** the period over which any proposed redundancies are intended to be carried out.

**29.10.2** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## SCHEDULE A - POSITION CLASSIFICATION STANDARDS

### Definition 1: Supervision

|                      |                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                                                                                                                                                          |
| 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.     |
| 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. |
| Broad direction:     | Direction is provided in terms of objectives which may require the planning of staff, 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.                                       |

### Definition 2: Qualifications

Within the Australian Qualifications Framework,

|                         |                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Year 12:                | Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.                                                               |
| Trade certificate:      | Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.                                                 |
| Post-trade certificate: | A course of study over and above a trade certificate and less than a Certificate IV.                                                                             |
| Certificates I and II:  | Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.                                                                    |
| Certificate III:        | A course that provides a range of well-developed skills and is comparable to a trade certificate.                                                                |
| 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. |

|                      |                                                                                                                                                      |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Diploma:             | A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.   |
| 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. |
| Degree:              | A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.     |
| 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.

**Definition 3: Classification dimensions**

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                                                                                                                                                                                                                                                 |
| Occupational equivalent:                     | Examples of occupations typically falling within each classification level.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Level of supervision:                        | This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.                                                                                                                                                                                                                                                                                                                                                                              |
| Task level:                                  | The type, complexity and responsibility of tasks typically performed by staff within each classification level.                                                                                                                                                                                                                                                                                                                                                                                                   |
| Organisational knowledge:                    | The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.                                                                                                                                                                                                                                                                                  |
| Judgement, independence and problem solving: | Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff 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.<br><br>This dimension looks at how much of each of these three qualities applies at each classification level. |
| Typical activities:                          | Examples of activities typically undertaken by staff in different occupations at each of the classification levels.                                                                                                                                                                                                                                                                                                                                                                                               |

## **Higher Education Worker Level 1**

### **Training level or qualifications**

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 34 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

### **Occupational equivalent**

Cleaner, labourer, trainee for level 2 duties.

### **Level of supervision**

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

### **Task level**

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

### **Organisational knowledge**

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

### **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.

### **Typical activities**

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

## **Higher Education Worker Level 2**

### **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 work related experience, or
- an equivalent combination of experience and training.

### **Occupational equivalent**

Administrative assistant, security patrol officer.

### **Level of supervision**

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

### **Task level**

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

### **Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other staff 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.

### **Judgement, independence and problem solving**

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

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.

### **Typical activities**

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.

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

### **Higher Education Worker Level 3**

#### **Training level or qualifications**

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

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

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

#### **Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

#### **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 staff may be required.

#### **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.

#### **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.

#### **Judgement, independence and problem solving**

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

## **Typical activities**

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

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.

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

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

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

## **Higher Education Worker Level 4**

### **Training level or qualifications**

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.

### **Occupational equivalent**

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

### **Level of supervision**

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

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

### **Task level**

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

### **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.

### **Judgement, independence and problem solving**

In trades positions, extensive diagnostic skills.

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

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.

### **Typical activities**

In trades positions:

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

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 a technical nature as directed.

In library technician positions:

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

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
- plan and set up spreadsheets or data base applications
- be responsible for providing a full range of secretarial services, eg. in a faculty
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

## **Higher Education Worker Level 5**

### **Training level or qualifications**

Level 5 duties 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 1 years subsequent relevant work experience, or
- completion of a diploma qualification and at least 2 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 2 years) relevant experience as a technician, or
- an equivalent combination of relevant experience and/or education/training.

### **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.

### **Level of supervision**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

### **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.

### **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.

### **Judgement, independence and problem solving**

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

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

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

### **Typical activities**

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 demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

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 staff member in an out-posted service.

In administrative positions:

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

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.

## **Higher Education Worker Level 6**

### **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.

## **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.

## **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 staff.

## **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.

## **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.

## **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.

## **Typical activities**

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.

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.

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.

## **Higher Education Worker Level 7**

### **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 4 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.

### **Occupational equivalent**

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

### **Level of supervision**

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

## **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.

## **Organisational knowledge**

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

## **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.

## **Typical activities**

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

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

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

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

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

## **Higher Education Worker Level 8**

### **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.

## **Occupational equivalent**

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

## **Level of supervision**

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

## **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.

## **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.

## **Judgement, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice (eg, 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.

## **Typical activities**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

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.

## **Higher Education Worker Level 9**

### **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.

### **Occupational equivalent**

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

### **Level of supervision**

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

### **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.

### **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.

### **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 organisational structures.

### **Typical activities**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

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.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

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.

## **Higher Education Worker Level 10**

### **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.

### **Occupational equivalent**

Senior program, research or administrative manager

### **Level of supervision**

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

### **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.

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

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

## **Typical activities**

Manage a large functional unit with a diverse or complex set of functions and significant resources.

Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

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