



## DECISION

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

**Universities Admissions Centre (NSW & ACT) Pty Limited T/A  
Universities Admissions Centre (NSW & ACT)**  
(AG2017/1410)

### **UNIVERSITIES ADMISSIONS CENTRE (NSW & ACT) PROPRIETARY LIMITED ENTERPRISE AGREEMENT 2017-2020**

Educational services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 23 MAY 2017

*Application for approval of the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2017-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2017-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Universities Admissions Centre (NSW & ACT) Pty Limited T/A Universities Admissions Centre (NSW & ACT). The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The CPSU, the Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 23 May 2017 and, in accordance with s.54, will operate from 30 May 2017. The nominal expiry date of the Agreement is 31 January 2020.



DEPUTY PRESIDENT

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**UNIVERSITIES ADMISSIONS CENTRE  
(NSW & ACT)  
PROPRIETARY LIMITED**

**ENTERPRISE AGREEMENT  
2017 - 2020**

**Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.**

# UNIVERSITIES ADMISSIONS CENTRE (NSW & ACT) PROPRIETARY LIMITED

## ENTERPRISE AGREEMENT 2017-2020

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## **PART 1 – PROVISIONS RELATING TO THE AGREEMENT**

### **1. Agreement Title**

This Agreement is called the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2017-2020.

### **2. Application of the Agreement**

1. The Agreement replaces the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2013-2016.
2. The Agreement applies to and is binding upon the following parties:
  - the Universities Admissions Centre (NSW & ACT) Proprietary Limited
  - the Community and Public Sector Union (CPSU)
  - all employees (except the Senior Executive Group [SEG] in some respects) of the Universities Admissions Centre (NSW & ACT) Proprietary Limited. Clauses that do not apply to the SEG have been identified accordingly.
3. This Agreement has been negotiated between the Universities Admissions Centre (NSW & ACT) Proprietary Limited and the CPSU.
4. In this Agreement, unless the contrary intention appears, words in the singular shall include plural and words in the plural shall include the singular.

### **3. Terms of the Agreement**

The Agreement will take effect seven (7) days from the date the Agreement is approved by the Fair Work Commission. The Agreement will remain in force until 31 January 2020. The parties agree to enter into negotiations for a new Agreement at least three (3) months before the expiry of this Agreement.

### **4. Availability of the Agreement**

All employees, including all new employees upon engagement, shall have access to a copy of the Enterprise Agreement (EA). A copy of this Agreement will also be readily accessible to employees on the Company intranet. A copy of the Agreement will also be made available to any staff with a vision or print disability, in a form suitable to their needs.

## 5. Individual Flexibility Agreements

1. UAC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement in accordance with sub-clause (a) below
  - (a) The matters that can be varied shall be limited to:
    - i. flexible working arrangements as provided for in Clause 18
    - ii. flexible remuneration as provided for in Clause 17
    - iii. flexible superannuation as provided for in Clause 55(2).
  - (b) The arrangement meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in sub-clause (a).
  - (c) The arrangement is genuinely agreed to by UAC and the employee.
2. The Company must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the FW Act; and
  - (b) are not unlawful terms under section 194 of the FW Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made
3. The Company must ensure that the individual flexibility arrangement:
  - (a) is in writing;
  - (b) includes the name of the Company and employee;
  - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;

- iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
  - (e) states the day on which the arrangement commences.
4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The Company or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Company and employee agree in writing - at any time.

## **6. Aim**

The purpose of this Agreement is to document the terms and conditions of employment that have been agreed to by UAC and the CPSU. The parties are committed to fostering an employment relationship between UAC and its employees which is based on mutual respect, cooperation and meaningful consultation in relation to employment conditions.

## **7. Codification of Existing and Future EA Related Policies**

EA related policies will be codified within the following framework:

1. The Company and the Joint Consultative Committee (JCC) agree that EA related policies are those approved by the Senior Executive Group and posted on the HR Intranet Page which relate to the interpretation and implementation of this Agreement.
2. These policies shall be read in conjunction with the Agreement but do not form part of the Agreement.
3. The parties further agree that the Managing Director, in his absolute discretion, may issue reasonable lawful directives to staff, which may or may not be contained within these policies.
4. No changes will be made to the EA related policies without reasonable notice and prior consultation with the JCC.
5. The parties agree that consultation within this context is to be meaningful and that it is preferable that additions, deletions or any other changes should occur by consensus.



## **8. Disputes/Grievance Resolution Procedures**

1. Where any dispute arises as to:
  - (a) The Company/employee relationship, or
  - (b) The interpretation of the meaning, or application of any provision of this Agreement, or
  - (c) The actions of either party in relation to the operation of this Agreement;

the procedures contained in this Clause shall be followed.

2. The parties to this Agreement confirm their commitment to ensuring reliability of performance in the interests of tertiary institution shareholders, applicants, the Company and the employees of the Company.
3. To this end, the parties seek to ensure that where there is a potential for dispute that the agreed steps as outlined in this Clause are followed to ensure prompt resolution by conciliation in good faith.
4. The parties shall respectively notify the other in writing as soon as possible of any matter, which in the opinion of that party may give rise to a dispute. Notifications to UAC should be addressed to the Human Resources Manager.
5. In the event of a dispute arising at a job level, the employee(s), the immediate supervisor, the relevant Senior Executive (SE) and the Human Resources Manager shall immediately confer with the employee(s) at job level and shall attempt to resolve the dispute without delay. Where the immediate supervisor is a Senior Executive or involvement of the immediate supervisor or Senior Executive is inappropriate, the General Manager, People & Finance shall provide assistance when requested.
6. Where agreement cannot be reached at job level, the employee(s) or the employee's CPSU representative shall request a meeting to discuss the matter in dispute with the relevant SE, the Human Resources Manager and the Managing Director.
7. If the matter is not resolved following the application of the processes above, a party may refer the dispute to the Fair Work Commission for conciliation and/or arbitration. The parties shall agree to be bound by any order or determination made by the Fair Work Commission.

8. Where the Fair Work Commission determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made to the parties by the Fair Work Commission to resolve the dispute.
9. Pending completion of the processes outlined in this Clause, work shall continue as normal without interruption, with the exception of critical issues of work health and safety. No party shall engage in provocative action, and pending resolution of any dispute, the status quo shall continue.
10. At any stage in this process, an employee, who is affected by the dispute or grievance may:
  - (a) Request the involvement of a higher level of Management.
  - (b) Seek assistance from the CPSU if they are a member of the CPSU.
  - (c) Seek assistance from a Company's association or alternatively nominate a representative in writing.

## 9. Joint Consultative Committee

The parties to this Agreement have established a Joint Consultative Committee. The parties agree to abide by the Constitution of this Committee, which has been adopted by consensus and which is annexed hereto as Appendix 2. The Constitution may be amended by agreement between the Managing Director and the CPSU. The parties agree that the Constitution shall be read as if part of this Agreement.

## 10. Definitions

In this Agreement, unless the context otherwise indicates or requires the following terms will mean:

**Agreement** - the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2017-2020 (EA)

**Bullying** - is repeated, unreasonable behaviour directed towards an employee or group of employees that has the potential to create a risk to health, safety and wellbeing. It includes behaviour that could be expected to intimidate, offend, degrade, humiliate, undermine or threaten. A bully is a person who uses strength or power to coerce others by fear. The Company is opposed to bullying in the workplace and will take all reasonable steps to ensure the work environment is free from bullying.

**Casual employee** - A casual employee is a person who is engaged and paid on an hourly basis in accordance with Schedule 2 for a period of time, not exceeding four (4) months, or on an irregular or intermittent basis.

**Company** - the Universities Admissions Centre (NSW & ACT) Proprietary Limited (The Company).

**Employee** - any person employed by the company, including casual employees, fixed term employees or permanent employees.

**Fixed term employee** - an employee who is not a casual employee or a permanent employee but is an employee who is employed for a specific time period, or for a specific purpose, in any one or more years and whose employment may be terminated, extended or continued by the Company. All entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**Ordinary rate of pay** - the total remuneration an employee is entitled to receive for performing his or her ordinary hours of work, not including overtime, penalty rates, disability allowances, shift allowances, special rates or any other payments.

**Part time employee** - a part-time employee is a person who is engaged as a continuing, or fixed term employee, for a regular number of hours per week, being less than the ordinary hours of work for a full time employee for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**Permanent employee** - an employee of the Company who is not a casual employee nor a fixed term employee but who is an employee who is employed by the Company with no date fixed for the employee's termination.

**Overtime** - time worked in excess of, or outside, the ordinary hours of duty specified in this Agreement.

**Schedule** - rates of pay for various categories of employees.

**Spouse** - means the partner of an employee who is either currently or formerly married to the employee or is in a current or former de facto or same sex relationship with the employee

**Staff** - an employee or employees – used interchangeably in this Agreement with 'employee'.

**Union** - means the Community and Public Sector Union (CPSU).

**Senior Executive (SE)/Management** - an employee in one of the following positions; Managing Director, General Manager Institutional Business, General Manager Operations, Chief Information Officer, General Manager People and Finance and General Manager Marketing and Engagement.

**Senior Executive Group (SEG)** - the employees named under the definition of Senior Executive/Management acting as a committee or group.

## **PART 2 – CONDITIONS OF EMPLOYMENT**

### **11. Anti-discrimination**

1. The parties are committed to the achievement of a socially accountable, open and fair organisation, which reflects a multicultural and free thinking society, and in which individuals enjoy the opportunity to, and are encouraged to, express a viewpoint without fear of reprisal.
2. The parties are committed to taking all reasonable steps to provide an organisation free of discrimination and bullying as specified in the *Anti-Discrimination Act, 1977*, the *Work Health and Safety Act 2011*, and any other relevant legislation that is subsequently enacted.
3. It is the intention of the parties to this Agreement to achieve the principal object in s.351 of the Fair Work Act 2009 by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, family responsibilities, age, race, impairment, religion, political belief or activity, trade union activity, sexual preference and association with, or relation to, a person identified on the base of any of the above attributes.

### **12. Appeals**

1. An employee who:
  - (a) Is an unsuccessful applicant for promotion to a staff position which had been advertised; or
  - (b) Is affected by a decision involving a reduction in his/her position or pay; (except in the case of a provisional appointment, and staff who are redeployed as a result of their position being made redundant),is entitled to appeal, subject to Subclauses 3 and 4 below, to an Appeals Committee to have the decision reviewed.
2. An employee shall upon written request, within seven (7) working days of notification of the decision in writing be provided with the reasons for his/her non-promotion or reduction in pay or position. In the event that an appeal is to be lodged against his/her non-promotion or reduction in pay or position, such appeal must be lodged within seven (7) working days of the despatch of the reasons to the employee. The appeal must

be accompanied by a statement signed by the appellant setting out full particulars supporting the appeal as per Subclause 4.

3. An appeal under Subclause 1(a) may only be made if:
  - (a) The person promoted to the position concerned is already employed by the Company.
  - (b) The position applied for carries a higher salary than that currently occupied by the appellant. Persons on fixed-term contracts will be exempt from this provision.
  - (c) The appellant satisfies the advertised minimum requirements for the position.
  - (d) The appellant is willing and able to take up the duties of the position concerned.
  - (e) The non-appointment of the appellant would result in a breach of the selection procedures.
4. An appeal under Subclause 1(a) may only be made on one (1) of the following grounds:
  - (a) The decision not to appoint the appellant was made in contravention of the procedures then currently established by the Company; or
  - (b) That the appellant met all the specified requirements of the position and that the reasons given for his/her non-promotion were inappropriate.
  - (c) With regards to appeals under Subclause 1(b) an employee shall be entitled to have that decision reviewed by the Appeals Committee on the grounds that the reasons given were inappropriate.
5. The Appeals Committee shall consist of:
  - (a) A Chairperson who shall be a person who is acceptable to both the Company and the staff member or the CPSU and shall normally be appointed to the office of chairperson for a period of one calendar year;
  - (b) Up to two (2) representatives nominated by the Managing Director in respect of a particular appeal;
  - (c) Up to two (2) representatives nominated by the staff member or the CPSU in respect of a particular appeal;

provided that the number of representatives nominated by the Managing Director and the number of representatives nominated by the staff member or the CPSU are equal.

6. The decision of the Appeals Committee shall be final and shall be notified to the CPSU and the employees concerned within seven (7) working days.
7. The Company and the appellant may be represented at the Appeals Committee by an employee of the Company or in the case of the appellant a representative of the CPSU, provided that such advocates are not practising members of the legal profession.
8. An employee shall not be eligible to be a member of the Appeals Committee whilst their appeal is under consideration by the Appeals Committee.

### **13. Change in the Workplace**

#### **A) Principles**

1. The parties to this Agreement recognise that change is an essential component of the contemporary workplace. The parties agree that change requires consultation with the employees directly affected by the change.
2. Sound management of major workplace change that has a significant effect on employees as defined in 13.6 below, requires the involvement of those employees and their nominated representatives in accordance with the formal consultation process set out below.
3. Less significant workplace change may occur through a less formal process.

#### **B) Major Change**

4. Consideration of issues that may lead to major workplace change will be discussed with employees likely to be directly affected as soon as practicable after a decision has been made to proceed with a change process and prior to a final decision being taken.
5. CPSU members are entitled to seek the advice or assistance of the CPSU at any time. Employees may alternatively nominate a representative in writing.
6. Where the company seeks to implement a major change process which:
  - (a) Relocates positions from the headquarters of the Company,

- (b) Eliminates existing position(s), or diminution of job opportunities,
- (c) Changes hours of operation, regular rostered hours, and/or span of ordinary work hours,
- (d) Introduces significant technological change,
- (e) Involves outsourcing an existing operation,
- (f) Significantly changes work practices,
- (g) Significantly varies the workload of any employee(s),
- (h) Significantly changes the skills required of employees and/or requires significant retraining of employees

the Company will prepare a report (“the Report”) for submission to directly affected employees, the Joint Consultative Committee and the CPSU for consideration.

Directly affected employees will be informed in the first instance by their direct manager or the Human Resources Manager that a formal process of consultation will follow submission of the Report and that there will be subsequent opportunity for formal feedback in accordance with sub-clauses 7-11 below.

7. The Report shall address:

- the extent and nature of the change;
- the background and reasons for the change;
- the proposed timeframe for consultation and for implementation of the change; and
- any other relevant issues including any workload implications, details of consultation, policy/planning implications, staffing implications (including EEO implications), and financial impact.

When appropriate, the Report will also consider other options available in relation to the proposed change.

- 8. The timeframe for consultation will allow at least 10 days’ notice for affected employees to organise their participation in the process and arrange representation at the formal meeting called to discuss the Report.
- 9. A formal meeting with directly affected employees and their nominated representatives shall be called to discuss the proposed change as

outlined in the Report and to provide employees with an opportunity to suggest changes to the proposed consultation process and timeframe.

10. Affected employees and the CPSU will be provided with reasonable time to be involved in consideration of the issues raised in the Report. Depending on the extent and nature of the Report, consideration of the Report may include a range of options such as circulation of alternative proposals, development of written responses, and additional meetings between staff and their representatives.
11. The Joint Consultative Committee shall consider the Report, and any other relevant information, and determine whether to:
  - (a) Agree to the proposed changes, or
  - (b) Call a general meeting of affected employees to consider the proposed changes, or
  - (c) Refer the matter back to the Company setting out the considered views of the Joint Consultative Committee with the objective of seeking change to the proposal.
12. The Company shall consider any counter proposals or amendments to the proposal submitted by the Joint Consultative Committee, affected employees, or the CPSU and upon conclusion of the consultative process in accordance with the agreed timeframe, the Managing Director shall determine the matter.
13. The affected employees and the CPSU will be advised of this determination and the rationale for the determination in a Recommendation Paper, and will have an opportunity to respond to this paper.

### **C) Implementation of Major Change**

14. The CPSU will be involved in negotiating the implementation of any changes contained in the Recommendation Paper that will affect the employment conditions of staff.
15. Where change in the workplace results in changes in duties allocated to positions, following completion of a Position Description for the redesigned position, a job evaluation exercise shall be undertaken.
  - (a) If the difference between the total remuneration of the employee and the remuneration assigned to the redesigned position is less than ten percent (10%), then the employee shall be transferred into the new position at the salary attributable from the job evaluation exercise.



- (b) If the difference in remuneration as determined above is more than ten percent (10%) and the employee meets the essential criteria for the redesigned position, then the employee shall be transferred into the new position at the salary attributable from the job evaluation exercise.
  - (c) If the difference in remuneration as determined above is more than ten percent (10%) and the employee does not meet the essential criteria for the redesigned position, then the position shall be advertised internally, in the first instance, and then externally if it is not filled.
- 16. Any dispute in this regard shall be referred to the Joint Consultative Committee for consultation, consideration and recommendation to the Managing Director. If this does not resolve the dispute either party can refer the matter to the Disputes Resolution Procedures outlined in Clause 8 of this Agreement.
- 17. Where applicable, employees have a right of appeal in accordance with the provisions of the Enterprise Agreement.
- 18. Where the procedures outlined in this Clause are exhausted and there are eligible employee(s) who do not gain a position, these employees will become displaced employees for the purposes of Clause 47, Redeployment and Clause 48, Redundancy.

#### **14. Employees Called as Witnesses**

- 1. Except as provided in subclause 2, an employee subpoenaed or summonsed as a witness shall notify the Company of their required absence. The employee's salary shall be paid for the absence and the employee shall refund the Company any fee paid for this purpose (other than any amount received in respect of meals, accommodation and/or travelling).
- 2. An employee required as a witness on behalf of the Company or a witness in proceedings relating to Company business, shall for the purposes of this Agreement, be regarded as being on duty and shall not receive witness fees for the period for which they are so required as a witness.

#### **15. Employees Summonsed as Jurors**

An employee required to attend for jury service during their ordinary working hours shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. The employee shall give the Company proof of their attendance and the duration of such attendance. The employee's salary shall be paid for the absence and the employee shall refund

the Company the amount received in respect of such jury service (other than any amount received in respect of meals, accommodation and/or travelling).

## **16. First Aid**

1. The Company shall provide and maintain adequate First Aid facilities.
2. When an employee is appointed by the Company to be responsible for First Aid facilities, injury records and providing First Aid to other employees, that employee shall be paid a fortnightly allowance at the rate specified in Schedule 3.

## **17. Flexible Remuneration (Salary Packaging)**

1. An employee may, subject to approval by the General Manager People and Finance, package the remuneration payable by the Company to the employee in a manner so as to provide benefit to the employee.
2. Salary packaging shall be undertaken only through the agency nominated by the Company from time to time.
3. Any arrangement for salary packaging shall not serve to increase the total employment cost established by the Company for the position confirmed.

## **18. Flexible Working Arrangements**

1. The parties to this Agreement recognise the importance of flexible working arrangements in assisting employees to achieve an appropriate balance between work and other aspects of life such as family responsibilities and personal health.
2. UAC recognises that flexible working arrangements can be of mutual benefit to the organisation and to employees and is committed to making such arrangements available to employees subject to mutual consent and to the requirements of the work unit.
3. Supervisors will consider requests for flexible arrangements in line with this commitment, and will not unreasonably refuse a request. Requests will only be refused on reasonable business grounds, for which reasons will be provided to the employee.
4. Staff applying for flexible working arrangements must do so in writing in accordance with the relevant policies and procedures as posted on the HR Intranet Page that apply at the time the application is made.

5. Arrangements will be approved by the employee's supervisor/manager. Requests that involve changes to normal weekly hours and/or days of work will require the approval of the Managing Director.
6. Flexible working arrangements may include but are not limited to;
  - (a) flexible hours
  - (b) flexible start and finish times
  - (c) staggered start and finish times
  - (d) reduced hours
  - (e) unpaid leave
  - (f) working from home
  - (g) part-time employment
  - (h) career development leave
  - (i) job-sharing
  - (j) part year employment
  - (k) variable year employment
  - (l) career break scheme

## **19. Higher Duties Allowance**

1. Where, during the absence of an employee who normally occupies a position with a higher classification, another employee is required by Management to temporarily undertake the duties and responsibilities of the position with the higher classification, the relieving employee shall be paid the salary applicable to the position with the higher classification.
2. An employee will be entitled to be paid a full higher duties allowance unless it is specified at the time they have only been appointed to perform part of the duties of the higher classified position. In such circumstances an amount will be paid proportional to the duties undertaken.
3. This clause shall only apply where the period of relief is three (3) working days or longer.

4. Nomination of an employee to fill a position with a higher classification shall be made in advance by the relevant SE or by the Managing Director where a SE is involved in relieving that position.
5. Where an employee has been acting in a higher position for a continuous twelve (12) month period, and carrying out all the duties of that higher position for that period, the higher duties allowance will be varied to the next step within the level.
6. An employee who is in receipt of a higher duties allowance for 6 months or less will be paid such an allowance for all paid leave taken during that period, with the exception of leave that is longer than two (2) consecutive weeks. Additionally, an employee who is in receipt of a higher duties allowance for longer than six (6) months will be paid such an allowance for all paid leave taken during that period.
7. A higher duties allowance will not be paid if a relieving employee's position description includes deputising for the position in which they are relieving, except if they perform the duties for a period longer than four (4) consecutive weeks.

## **20. Hours of Duty**

1. Normal business hours of the company are 8.30 am - 4.30 pm, Monday to Friday inclusive.
2. The ordinary hours of work for full-time employees shall be thirty-five (35) hours per week, Monday to Friday.
3. Normal hours of work for full-time employees shall be seven (7) hours per day.
4. Employees (other than casual employees and the SEG) who choose to accumulate hours for a Rostered Day Off ("a RDO") shall work an extra twenty-two (22) minutes a day and this shall be counted as normal hours for the purposes of accrued work time.
5. Any employee may opt not to accumulate rostered days off, in which case sub-clause 4 above shall not apply.
6. Hours in excess of these normal hours (as per sub-clause 3 & sub-clause 4) on any day, which are required to be worked by employees shall be paid as overtime in accordance with Clause 42.
7. Employees working under approved flexible work arrangements may have different normal work hours per day and per week.
8. These arrangements shall be read in conjunction with Clause 42 Overtime and Clause 50 Rostered Days Off.

## **21. Increments**

1. For the purpose of giving effect to this Agreement, all previous service in the same or similar grade shall count for the purpose of determining the wage to be paid. Where under this Agreement a position is graded at a minimum wage, with a range to maximum which is to be attained by annual increments, the employee in the position shall receive the agreed wage on appointment, and each year thereafter shall be granted an increment of the amount set out in Schedule 1 until the maximum is reached.
2.
  - (a) The payment of increments under the salary scale prescribed shall be subject to the SE and Managing Director being satisfied as to the satisfactory performance of the member of staff concerned.
  - (b) An increment shall only be deferred for unsatisfactory conduct or unsatisfactory performance where the employee has been warned in writing that his or her conduct or service are of such an unsatisfactory nature that it could lead to the withholding or deferment of the increment next due.
3. In calculating years of service for the purpose of this Clause, the following periods shall not be taken into account:
  - (a) Any period during which a member of staff is not eligible to proceed by reason of failure to satisfy any of the conditions prescribed for progression or promotion.
  - (b) Any period in respect of which an increment is refused under subclause 2.
  - (c) Any leave of absence without pay exceeding five (5) days in any incremental year.
4. Fixed-term employees shall be entitled to incremental progression on a pro-rata basis under this clause, on completion of twelve (12) months service (whether in continuous or in broken periods).

## **22. Job Rotation**

The parties acknowledge that from time to time, the Company may require staff to undertake duties in a position other than that to which they are normally assigned. Where this occurs, the employee concerned shall receive appropriate instruction/training to enable him/her to carry out the duties of the position to which he/she is transferred. However, where a short term arrangement is involved this will be for a period no longer than six (6) months. The staff member will normally return to their previous position after the period of job rotation has ceased. This rotation will not be detrimental to the interests of the staff member.

Where it is proposed to transfer an employee to an alternative position for a period in excess of six (6) months, management shall consider whether it might be more effective to engage casual staff rather than undertake a transfer.

### **23. Leave – Annual**

1. Employees other than casual employees are entitled to twenty (20) days annual leave for each year of service on full pay (as defined in the Fair Work Act 2009 as amended), in addition to any Public Holiday occurring during such period of annual leave.
2. Casual employees are paid additional loadings on the prescribed hourly rate applicable to the classification in lieu of leave entitlements in accordance with Clause 38 (3) of this Agreement.
3. Annual leave shall accrue from day to day.
4. Annual leave may be granted before or after the completion of each twelve (12) months service in broken periods by agreement between the Company and the employee, provided that the period of annual leave granted shall not exceed the proportion of the year's annual leave which the employee has accrued at the date of the commencement of the annual leave.
5. Subject to this Clause, accrued annual leave may be approved to be taken at any time. Leave will be on full pay (at the ordinary rate of pay) in addition to any public holiday occurring during such period of annual leave.
6. Subject to operational requirements, in each year of service, 1 week of annual leave on full pay may be taken as 2 weeks annual leave on half-pay. Leave can be taken as two (2) separate one (1) week blocks. This is not available to employees who have an accrued entitlement of more than 4 weeks annual leave.
7. Applications for annual leave are to be submitted by all employees for approval in advance of the commencing date of the leave. The approvals will be recorded in ConnX and information on available unused balances will be shown on the pay advice and in ConnX.
8. In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death, shall be paid to their legal personal representative, unless paid by the Company to the employee's widow, widower, defacto, or same sex partner or to the guardian of the infant children of the employee.

9. The Company may direct an employee to take at such time as is convenient to the working of the Company, annual leave for which the employee is eligible, but as far as practicable the wishes of the employee concerned shall be taken into consideration when fixing the time for the taking of annual leave. The Company must give the employee one (1) month's notice, prior to the instruction to take annual leave.
10. If an employee does not avail themselves of the full amount of annual leave accrued to them, each year, the Company may allow on the approval of the Managing Director, the annual leave to accumulate up to a maximum of fifty (50) days entitlement.
11. An employee shall take at least two (2) weeks of annual leave every twelve (12) months, except by agreement with the Managing Director in special circumstances.
12. The Company may notify the employee in writing when accrued annual leave reaches eight (8) weeks or its hourly equivalent, and at the same time may direct an employee to take at least two (2) weeks annual leave within three (3) months of the notification, at a time convenient to the Company.
13. The Company may notify the employee in writing when accrued annual leave reaches ten (10) weeks or its hourly equivalent, and direct the employee to take at least two (2) weeks annual leave within six (6) weeks of the notification. Such leave is to be taken at a time convenient to the Company.
14. UAC is committed to ensuring that all staff utilise their annual leave entitlements as far as possible on a yearly basis. UAC will permit the cashing out of annual leave in certain circumstances as described below;
  - (a) On one occasion only during the life of this Agreement, up to 2 weeks leave may be cashed out if an employee accumulates more than 4 weeks annual leave. This will be permitted if the employee also takes an equivalent amount of leave within 12 months of the date on which leave was cashed out.
  - (b) The cashing out must not result in the employee's remaining accrued entitlement being less than 4 weeks.
  - (c) Additional cashing out of leave accrued may be approved by the Managing Director if the employee concerned can reasonably argue that he/she has been unable to take leave because of the business needs of the organisation.
  - (d) An election to cash out leave must be in writing and specify the amount of leave to be cashed out and the preferred payroll

fortnight. The election to cash out leave must also be accompanied by a leave request as set out in 14a) above.

15. If an employee has been absent from duty on leave without pay (including parental leave without pay) for more than five (5) working days in total in any calendar year, the period of absence from duty on leave without pay will not be counted as service for the purpose of determining eligibility for annual leave in that year.
16. Annual leave will accrue in respect of a period of leave without pay granted to an employee due to incapacity, for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1998*, as amended.
17. When an employee is sick whilst on annual leave, the Managing Director will approve the use of available sick leave on production of a medical certificate and the employee will be re-credited with the annual leave. No such re-credit will be granted, however, where the employee is on leave immediately prior to retirement, resignation or termination of service.

#### **24. Leave – Annual Loading**

1. Employees other than casual employees and the SEG, shall be granted an annual leave loading equivalent to seventeen point five percent (17.5%) of four (4) weeks ordinary rate of pay (for this purpose “ordinary rate of pay” shall be as defined in Clause 10).
2. All permanent employees shall receive the loading on the first pay period in December.
3. All fixed term employees shall receive the loading in the last pay period of the fixed term employment contract. The payment will be applicable to the number of hours of accrued annual leave during the term of the fixed-term contract as at the date of termination. Where the fixed-term period of employment extends beyond twelve (12) months, the annual leave loading shall be paid in the same manner as for permanent employees.
4. Upon retirement or termination by the Company for any reasons other than serious and wilful misconduct, an employee who has not been paid an annual leave loading to which he/she is entitled shall be paid the loading which would have been payable had the retirement or termination not occurred.
5. Broken service during a year does not attract the annual leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.



6. Part-time employees who satisfy the foregoing conditions are eligible for the annual leave loading.
7. Leave loading payments shall be limited to a maximum of the amount payable as leave loading to an employee receiving Grade 10 (Step 1) of the Company Salary Schedules.

## **25. Leave – Assisting in Emergencies and Disasters**

1. Leave with pay may be granted by the Managing Director to an employee who is a volunteer of the State Emergency Service, St John Ambulance Brigade, Rural Fire Service or any other similar organisation and who is absent from duty as a result of their attendance at an emergency, provided that:
  - (a) The employee advises the Company as soon as possible after call-in and provides an estimate of the duration of the absence;
  - (b) The employee is not required for the Company's own essential operations and/or emergency services; and
  - (c) The voluntary organisation requiring the employee's services certifies that the person is or was required for the specified period.

## **26. Career Development Leave**

1. Employees will be entitled to the option of converting, on a voluntary basis, up to five (5) days of their sick leave entitlement per annum to 'Career Development Leave'. Employees will not be penalised or disadvantaged by the process of conversion and the Company is to ensure sick leave provisions are in place as outlined in Clause 32.
2. No existing rights, benefits or conditions concerning employee development and study leave provisions will be diminished as a result of this Clause. Career development leave will be in addition to the Company's existing study leave and other employee development policies.

## **27. Carer's Leave**

1. Paid sick leave to the extent of five (5) days during each year of service, to accrue to a maximum of ten (10) days will be paid in the following circumstances:

- (a) To an employee who has responsibilities for, and is required to care for or support the following persons when they are ill or injured:
    - i. A spouse;
    - ii. A child or an adult child (including an adopted or fostered child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling; or
    - iii. A member of their household,
  - (b) To an employee who, as a grandparent, is required to support the primary carer of a newborn or adopted grandchild, provided that it is within three (3) months of the birth or placement of the child.
2. In the context of sub-clause 1a) above, an employee must, if required establish that the person concerned is ill by the production of a medical certificate or statutory declaration.

In the context of sub-clause 1b) above, the employee must demonstrate that the support required arises out of a genuine need to provide care for the child where the primary carer cannot reasonably care for the child.

3. Additional paid carer's leave from accrued sick leave entitlements may be granted where leave is required and the employee has exhausted their paid carer's leave entitlement.
4. The Managing Director shall approve all leave granted under this clause.

## **28. Leave – Defence Forces Reserves Training**

1. Employees who serve on a part-time basis in the Defence Forces Reserves are to be granted military leave in each Military Leave Year (i.e. 1 July to 30 June) on the following basis:
- (a) Annual training:
    - Navy Reserve – Thirteen (13) calendar days on full pay;
    - Army Reserve – Fourteen (14) calendar days on full pay;
    - Air Force Reserve – Sixteen (16) calendar days on full pay.

- (b) Attending at a school, class or course of instruction, including in a teaching capacity:
  - Navy Reserve – Thirteen (13) calendar days on full pay;
  - Army Reserve – Fourteen (14) calendar days on full pay;
  - Air Force Reserve – Sixteen (16) calendar days on full pay.
- 2. The employee will provide evidence of membership of the Reserves and the necessity for the leave with the application.
- 3. When the Commanding Officer of a unit of the Reserves in which a employee serves certifies in writing that it is necessary for the employee to attend for the purposes of obligatory training on days additional to those specified in Subclause 1, the Company may grant leave of absence to the employee for a further period not exceeding four (4) calendar days in any one (1) military leave year.
- 4. When in the opinion of the Company it would not be in the Company's interest to grant a employee leave of absence to attend at an annual training or at a school, class or course of instruction, such leave may be refused but the Company will grant leave of absence to the employee to attend at an equivalent training or at an equivalent school, class or course.
- 5. At the option of the employee, any leave required in excess of that provided for in Subclauses 1 or 3 may be taken as either or both annual leave or leave without pay.

**29. Leave – Family and Community Services (FACS)**

- 1. Up to three (3) days leave during each year of service, to accrue to a maximum of six (6) days, may be granted to employees to meet family and community services activities, responsibilities, and obligations including those relating to cultural, religious or ceremonial days of observance.
- 2. An employee who is experiencing domestic violence will have access to ten (10) days domestic violence leave, in addition to existing FACS leave under this clause for the purposes of dealing with related issues. The employee concerned may be required to provide supporting documentation.

3. An employee will be entitled to an additional two (2) days FACS Leave for each occasion when a member of the employee's family or a member of the employee's household (as defined in the UAC Family and Community Services (FACS) Leave Policy and Procedures):
  - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
4. Additionally, employees who have completed twelve (12) months service may convert up to five (5) days of their accumulated sick leave to FACS Leave within any twelve-month period in exceptional circumstances and upon documentary evidence. Such days shall be deducted from the accumulated sick leave of the employee concerned.
5. The Managing Director shall approve all leave granted under this clause.

**30. (A) Leave – Long Service**

- 1
  - (a) For the purpose of this clause continuous service when applied to a permanent employee means service without a break of more than 12 months.
  - (b) For the purpose of this clause continuous service when applied to a fixed-term employee means service comprised of consecutive fixed-term contracts without a break of more than 18 months.
  - (c) The conditions set out in (a) and (b) above do not apply to the prior service of staff who were employed on 14 September 2010 when the previous Agreement (2010-2013) came into force. The conditions however do apply to all future service of the above employees.
  - (d) In exceptional circumstances the Managing Director may agree to recognise breaks in service greater than those prescribed above for the purposes of long service leave entitlements.
2. An employee (except a casual employee) having completed a period of continuous service with the Company as defined above will be eligible for long service leave as follows:
  - (a) On completion of ten (10) years full-time service – three (3) months leave on full pay or six (6) months on half pay. Leave

accrues at the rate of one (1) calendar day of long service leave for forty (40) calendar days worked;

- (b) On completion of fifteen (15) years full-time service – four point five (4.5) months on full pay or nine (9) months on half pay. Leave accrues proportionately at the same rate as the first ten (10) years service; and
  - (c) After fifteen (15) years full time service leave accrues at the rate of fifteen point two two (15.22) calendar days per year of service.
3. Fixed term employees shall be eligible for long service leave on completion of ten years service. Leave taken shall be paid on a pro rata basis. Example: a fixed term employee having worked for 10 years at 6 months per year with the Company would be entitled to long service leave prorated to 1.5 months leave on full pay or 3 months leave on half pay.
4. Part time employees shall be eligible for long service leave on completion of ten years service. Leave taken shall be paid on a pro rata basis. Example: a part time employee having worked for 10 years on 17.5 hours week with the Company would be entitled to long service leave prorated to 3 months leave at 17.5 hours per week or 6 months leave at 8.75 hours per week.
5. If an employee has an entitlement to long service leave under Subclause 2, but prior to entering upon such leave has her or his employment terminated by dismissal or resigns, they will be entitled to receive the monetary value of the leave at credit.
6. When an employee has completed at least five (5) years but less than ten (10) years service and their services are terminated:
- (a) By the Company for any reason other than for serious or wilful misconduct; or
  - (b) By the employee on account of:
    - retirement, or
    - illness or incapacity, or
    - domestic or other pressing necessity, or
  - (c) By the death of the employee,
- the employee will be entitled to a proportionate amount of long service leave as in Subclause 1 on the basis of two (2) months leave for ten (10) years

service. For the purposes of the application of this provision, it shall be interpreted in the same manner as the similar provision in the *New South Wales Long Service Leave Act, 1955*, as amended.

7. Fixed-term and Permanent employees who have worked as casual staff are eligible for long service leave in respect of any casual employment with the Company from 9 May 1985 onwards.
8. In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death shall be paid to their legal personal representative, unless paid by the Company to the employee's widow or widower or to the guardian of the infant children of the employee in accordance with UAC's legal obligations.
  - (a) For the purpose of calculating eligible service:
    - i. Where any period (or periods) of leave without pay granted to the employee exceeds an aggregate of six (6) months, the excess over six (6) months will not be taken into account in determining length of service;
    - ii. Where an employee is granted leave for service in the Defence Forces, such service will be counted as ordinary service in computing long service leave;
    - iii. Service at other Universities will be taken into account in accordance with Subclause 7.
  - (b) Service with the Company, after retirement in accordance with Clause 30, sub-clause 6 of this Agreement shall not count as service for the purpose of long service leave, under this Agreement.
9. Only employees employed prior to the commencement of the UAC Enterprise Agreement 2017-2020 will have prior continuous paid service recognised. For these employees, long service leave shall be determined by taking into account prior continuous paid service with (a) an Australian higher education institution (ie Universities, previous Colleges of Advanced Education and TAFE) and (b) a University partially or wholly owned company. Provided that:
  - (a) Prior continuous full-time paid service with an Australian University prior to 1 January 1969, shall not be taken into account when determining eligibility for long service leave.
  - (b) If an employee has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing University or University company, they will not accrue any entitlement to leave for the period of service with the releasing

University, or University company, for which leave has been taken, paid or for which there is eligibility for payment, but subject to these conditions such a period shall be included as qualifying service for determining when they are eligible to take long service leave under this Agreement.

- (c) There is not more than three (3) months between the cessation of employment with a releasing university, or university company, and the commencement of employment with the Company, in which case continuity of service will be deemed not to have been broken for the purposes of long service leave, however the period between the two (2) contracts of employment shall not be taken into account in determining length of service for long service leave.
- (d) The employee will be required to serve at least five (5) years with the Company under this Agreement before being permitted to take accrued long service leave or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee (a) dies, (b) retires on or after sixty (60) years of age or such other age as the retirement provisions of the NSW Superannuation Act may provide, or (c) receives an invalid or breakdown pension under the provisions of *the NSW Superannuation Act*.

#### **(B) Leave – Taking Long Service**

1. Long service leave may be taken with at least one (1) month's written notice or, in the absence of such notice, the agreement of the Managing Director.
2. Where an application for long service leave is for a period of one (1) month or less, such leave will be taken as a minimum period of seven (7) calendar days or in multiples of seven (7) calendar days, unless special circumstances exist.
3. An employee may apply to take long service leave on half pay, which reduces the accrued long service leave eligibility by half ( $\frac{1}{2}$ ) the period taken. Applications will be assessed on a case by case basis by the Managing Director.
4. If an employee produces a medical certificate which satisfies the Company that they were incapacitated for a period of one (1) week or more whilst on long service leave, the Company may re-credit the staff member with an equivalent period of long service leave provided that no such re-credit will be granted to an employee on leave immediately prior to retirement, resignation or termination of service.
5. When an employee dies before entering upon any such long service leave or if after having entered upon their leave dies before its termination, the monetary value of the leave not taken or not completed

(and not paid in advance) and computed at the rate of salary the employee was receiving at the time of their death will be paid to their legal personal representative, unless paid by the Company to the employee's widower or widow or to the guardian of the infant children of the employee in accordance with UAC's legal obligations.

6. The Company may direct an employee with long service leave accruals exceeding four point five (4.5) months to proceed on long service leave of up to three (3) months provided that:
  - (a) Twelve (12) months' minimum written notice is given;
  - (b) The minimum period which may be required to be taken is six (6) weeks;
  - (c) And the employee will not be required to take a further period of long service leave for a period of two (2) years after the end of that leave.
7. The Company will not normally require an employee who has made a formal commitment to retire at a given date to take long service leave during their last five (5) years of employment with the Company.
8. Similarly, where an employee makes a compelling case for a deferral of the requirements of Subclause 6 because that employee has firm plans to take such accrued leave at a particular future point in time, the Company may approve the deferral.

### **31. Leave – Parental**

1. Subject to the terms of this clause, all full-time, part-time and fixed-term employees are entitled to parental leave (Maternity Leave, Primary Carer Leave, Partner Leave, and Adoption Leave) in connection with the birth or adoption of a child. There is no limit to the number of times an employee may take parental leave.
2. The total absence on parental leave shall not exceed fifty-two (52) weeks from the date of commencement of such leave and must be completed before the child's first birthday or anniversary of adoption.
3. An employee and his or her spouse, where both are employed by UAC, may not take parental leave at the same time, except where the spouse is on a period of Partner Leave.
4. An employee may take parental leave in the following manner:
  - (a) Maternity leave; taken during or after pregnancy;
  - (b) Partner leave; taken at the time of birth or placement of the child



(within a period of 3 weeks before and 12 months after the event).

- (c) Primary Carer Leave; if the employee is to be the child's primary care giver in the event the employee's partner is unable to care for the child due to a personal illness, a personal injury, death or other exceptional circumstance.
  - (d) Adoption leave taken at the time of placement taken in order to be the child's primary caregiver.
5. An employee cannot be forced to take parental leave unless it is within six (6) weeks of the birth and the employee does not provide the Company with a requested medical certificate or if the medical certificate states the employee is not fit for work.
6. An employee must give to the Company:
- (a) At least ten (10) weeks written notice of the intention to take parental leave; and
  - (b) At least four (4) weeks (14 days for adoption leave – where possible) written notice of when they wish to start and end the leave.
7. Before commencing parental leave, the employee must provide any of the following documents if required:
- (a) A medical certificate confirming the pregnancy and expected date of birth or a notice from the adoption agency stating the date of placement;
  - (b) A statutory declaration stating any parental leave sought by the spouse;
  - (c) A statutory declaration stating that the employee will be the child's primary caregiver;
  - (d) A medical certificate confirming the employee's partner has contracted or developed a personal illness or sustained a personal injury and is unable to care for the child or other supporting documentation in the context of an exceptional circumstance (primary carer leave only).
8. Parental leave may be lengthened once without the Company's consent, by the employee giving at least fourteen (14) days written notice. The Company and employee must agree to any further extension. Parental leave may be shortened if the Company consents and the employee gives at least fourteen (14) days written notice.

9. By mutual agreement between the Company and the employee, an employee can interrupt parental leave and return to work on a full-time, part-time or casual basis. Both the company and the employee have the right of refusal to such a request. This does not affect the employee's right to return to parental leave. However, the employee must still complete the period of leave by the child's first birthday or anniversary of adoption.
10. Where leave entitlements cannot be completed within 52 weeks from the date of commencement of leave, residual leave balances will be paid out by the Company where the interruption is initiated by the Company.
11. Sick leave is not paid while on parental leave, unless the Company agrees.
12. An employee seeking adoption leave is entitled to access FACS leave to attend compulsory interviews associated with the adoption.
13. Where there are risks associated with pregnancy or breast-feeding, the Company is to adjust the working conditions or hours of work or transfer the employee to other appropriate work. The new position must be comparable in pay and status. Any such risks are to be judged by the employee's medical practitioner. Where it is not feasible to transfer the employee or adjust the working conditions, an employee must be granted access to any and all paid leave entitlements, and granted a period of unpaid "special Maternity Leave" if requested by the employee.
14. The employee is entitled to return to the position they held immediately before commencing parental leave, except where the position was changed due to risks associated with the pregnancy (as prescribed in sub-clause 13) in which case the employee is entitled to return to the position held before the change. Employees are entitled to access flexible working arrangements in accordance with Clause 18 (including returning to work in a part-time capacity) upon their return to work.
15. Parental leave does not break the continuity of service with the Company. However, unpaid parental leave will not count for long service or other leave entitlements.
16. Parental leave will be paid at the following rates:
  - (a) Maternity and Adoption leave:
    - i. For employees with more than 24 months continuous service 14 weeks on full pay and 19 weeks full pay which may be taken as 38 weeks on 0.5 pay
    - ii. For employees with more than 12 months but less than 24

months continuous service – 12 weeks on full pay which may be taken as 24 weeks on 0.5 pay

- iii. For employees with less than 12 months service – 1 week on full pay for every 4 weeks of service.
  - (b) Partner Leave – 6 weeks on full pay
  - (c) Primary Carer Leave – Maternity and Adoption Leave entitlements above less any paid Partner Leave already taken.
  - (d) The above entitlements are calculated on a pro-rata basis for fixed-term employees
17. If the contract of a fixed-term employee on paid parental leave expires before that employee has used all paid parental leave, the balance will be paid as a lump sum provided that the employee has completed at least 12 months continuous paid service with UAC prior to the commencement of the paid parental leave.
18. Payment of a lump sum does not extend the period of the fixed-term contract.

## **32. Leave – Sick**

1. An employee (other than a casual employee) who has completed three (3) months service and who satisfies the Company that he/she is unable to perform his or her duties by reason of personal illness or personal incapacity shall, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to paid sick leave. For the purpose of this clause one (1) year of employment means a yearly cycle starting from the date of employment.
- (a) Permanent full-time employees shall be entitled to the following paid sick leave conditions:
    - i. For first year of service two (2) weeks (10 days) paid sick leave.
    - ii. On completion of first year of service a permanent employee will be entitled to ten (10) weeks (50 days) paid sick leave in addition to any sick leave entitlement remaining from their two (2) weeks (10 days) entitlement.
    - iii. Thereafter on the completion of each year of service a permanent employee shall be entitled to ten (10) weeks (50 days) paid sick leave in addition to existing sick leave entitlements subject to the condition that the maximum

accrual of paid sick leave is based at twenty (20) weeks (100 days).

- iv. After 20 years employment an employee is entitled to the following if it is more advantageous to the employee than their existing entitlements under subclauses i to iii above:
  - Two (2) weeks (10 days) paid sick leave for each year of employment
  - The maximum paid sick leave which may be granted to an employee under this subclause will be the equivalent of one (1) calendar year.
- (b) Fixed term employees shall be entitled to be paid sick leave on a pro rata basis subject to the accumulation limits in clause 1a).
2. New employees are not entitled to paid sick leave during the first three (3) months of service unless special approval is granted. Fixed term staff with previous fixed term service with the Company who commence new fixed term employment contracts are not to be classified as new employees for this purpose.
3. (a) An employee may take up to five (5) separate absences on sick leave in one (1) year of employment without providing a medical certificate. If they have more than five (5) separate absences on sick leave they must provide a medical certificate for each additional absence.  
  
(b) If an absence is for more than three (3) consecutive days, an employee must provide a medical certificate stating the employee is unable to attend work for the relevant period of time due to illness or incapacity.  
  
(c) If an employee has taken more than four (4) weeks sick leave in any one (1) year of employment the Company may require the employee to be examined by Medibank Health Solutions for an opinion on the employee's medical condition.

The Managing Director may waive the requirements of this sub-clause 3.

4. An employee may apply for additional sick leave if they are seriously ill and suffering substantial hardship and have used up all their sick leave entitlement. They must apply in writing to the Managing Director giving supportive evidence including a medical certificate.

5. Employees who are injured at work or on the way to or from work and submit a workers compensation claim may be paid from their sick leave entitlements pending the determination of the claim. This is subject to the provisions of the employee submitting an acceptable medical certificate and also that there are no known reasons to doubt the genuineness of the claim. When the claim has been approved then the employee's sick leave entitlements can be re-credited.
6. An employee absent from duty due to personal illness or personal incapacity shall as far as practicable:
  - (a) Inform the Company by 10.00 am on the first day of the absence of their inability to attend for duty.
  - (b) State the estimated duration of the absence.
7. All information received regarding an illness shall be treated as strictly confidential.
8. The Sick Leave Standard Operating Procedure document should be read in conjunction with this clause, but does not form part of this Agreement.

### **33. Leave – Sick, Workers' Compensation**

1. Human Resources shall advise each employee of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
2. An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers' Compensation Act 1987*, may be required to lodge a claim for any such compensation.
3. Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Human Resources Manager shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
4. The Human Resources Manager will ensure that, once received by the Company, an employee's worker's compensation claim is lodged by the Company with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
5. An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act.

6. If the claim is rejected within seven (7) days or the employee notifies the Company that they do not intend to make a claim for any such compensation, and on production of an acceptable medical certificate, the Company shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or long service leave.
7. If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
8. An employee who continues to receive compensation in accordance with Section 37 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
9. If the Company provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this Clause from the date of the refusal or failure.
10. No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum in accordance with the *Workers Compensation Act 1987* as amended from time to time.
11. Nothing in this Clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
  - (a) The employee's claim for workers' compensation;
  - (b) The conduct of a medical examination by a Government or other Medical Officer;
  - (c) A medical certificate issued by the examining Government or other Medical Officer; or
  - (d) Action taken by the Company either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

### **34. Leave – Without Pay**

1. All applications for leave without pay shall be made in advance of the leave being taken, and will be considered on a case by case basis.
2. Where leave without pay is sought up to a maximum of five (5) days, approval may be granted by the relevant SE.
3. Where leave without pay is sought for a period in excess of five (5) days, approval may be granted by the Managing Director.
4. There shall be no accumulation of time to enable a rostered day off during periods of leave without pay.
5. Leave without pay may be granted to employees on a full-time or a part-time basis.
6. Where an employee is granted leave without pay for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed Public Holidays falling during such leave without pay.
7. Where an employee is granted leave without pay which, when aggregated, does not exceed five (5) working days in any calendar year, such leave shall count as service for incremental progression and accrual of annual leave.
8. Where any period (or periods) of leave without pay granted to the employee exceeds an aggregate of six (6) months, the excess over six (6) months will not be taken into account in determining length of service.
9. Parental leave does not break the continuity of service with the Company. However, unpaid parental leave will not count for long service or other leave entitlements.

### **35. Loss or Damage to Personal Items**

1. Where an employee, in the course of undertaking his/her normal authorised duties and responsibilities, sustains damage to clothing and/or personal items, including, jewellery, watch, spectacles, hearing aids or tools of trade, etc, which is not attributable to the employee's negligence, the employee shall be compensated by the Company to the extent of the damage sustained.
2. Employees who choose to use their personal equipment without the approval of the Company shall not be eligible for compensation under this Clause.

### **36. Meal Allowances**

An employee when required to work overtime shall be paid a meal allowance in addition to any overtime payment. For an employee to qualify for these provisions, they must be working overtime at the direction of the Company. A meal allowance is payable:

1. When an employee is required to work at least two (2) hours of overtime beyond a normal working day of seven (7) hours.
2. When an employee is required to work five (5), but less than ten (10) hours, overtime on a Saturday, Sunday or on a Public Holiday, he or she will be paid a meal allowance.
3. When an employee works ten (10) hours overtime or more (excluding the time taken as meal breaks) he or she will be paid two (2) meal allowances.
4. When required to commence duty at or before 6.00 am, being at least one (1) hour before the employee's usual starting time.
5. An employee will not be required to work more than five (5) hours without a meal break.
6. The quantum of meal allowance payable by the company shall be consistent with the quantum of meal allowances approved by the Australian Taxation Office (ATO) as reasonable and shall be adjusted consistent with ATO movements.

### **37. Meal Breaks**

An employee shall be required to take a meal break not more than five (5) hours after commencing work, or before 2.00 pm, whichever is the lesser.

1. Not less than thirty (30) minutes and, except with the permission of the Company, not more than one (1) hour shall be allowed for each meal provided that where employees are called upon to work any portion of their meal hours, such time shall count as part of their ordinary working hours.
2. Except where by agreement with the relevant SE, an employee may take an extended meal break provided that any time is either worked on another occasion, or debited against their annual leave accumulation
3. When employees are required to work more than five (5) hours overtime on weekends or public holidays they must have a meal break of at least thirty (30) minutes duration.



4. Employees who are required to work three (3) hours or more overtime beyond their normal seven (7) hour span of duty must have a meal break of at least thirty (30) minutes duration.

### **38. Modes of Employment**

Staff of the Company shall be employed on the following bases:

1. Permanent staff as defined in Clause 10,
2. Fixed term staff as defined in Clause 10:
  - (a) Where there is the intention to renew the contract of a fixed-term staff member who has been employed for a continuous period of 24 months or more, and has been initially selected through a merit-based process, the Company will give genuine consideration to converting the position to an ongoing position.
3. Casual staff as defined in Clause 10:
  - (a) Where a casual staff member has become employed on a regular and systematic basis for a continuous period that exceeds four (4) months in any year, the Company will give genuine consideration to:
    - The staff member being offered either an ongoing position, or
    - A fixed term contract, or
    - The position will lapse.
  - (b) A casual staff member shall be paid on an hourly basis at a Casual Loading Rate of fifteen percent (15%) in addition to the ordinary hourly rate prescribed in Schedule 1 of this Agreement. Casual Pay Rates are in Schedule 2 of this Agreement.

Casual staff shall not be entitled to the benefit of any leave provisions in this Agreement. An additional eight point three three percent (8.33%), in lieu of leave entitlements, shall be added to the Casual Loading Rate. This additional amount is not to be included for the purpose of calculating overtime benefits.
  - (c) The employment of a casual staff member may be terminated by either party.
4. Part-time staff as defined in Clause 10.

## **39. Notice of Termination**

### **(A) Termination of Employment**

Notice:

1. Except in the case of summary dismissal for serious misconduct, employment may be terminated after completion of the probationary period by the Company giving the employee notice according to the period of service with the Company as follows:
  - (a) One (1) year or less – one (1) week.
  - (b) Over one (1) year and up to the completion of three (3) years – two (2) weeks.
  - (c) Over three (3) years and up to the completion of five (5) years – three (3) weeks.
  - (d) Over five (5) years – four (4) weeks.
  - (e) In addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years continuous service with the Company, will receive an additional one (1) week of notice.

The Company and the employee may agree, on appointment, to a period of notice greater than that prescribed in Subclause 1 above provided such period of notice does not exceed three months.

However, the Managing Director and the employee may agree in writing that a lesser period of notice may apply in lieu of that outlined in Subclause 1 above.

2. The Company may elect to make payment in lieu of notice.
3. Should the employee wish to terminate employment after the probationary period, he/she is required to give the period of notice specified in Subclause 1 above. Failure to give the required period of notice may result in the Company withholding monies for the balance of the notice period.
4. Where the Company has given notice of termination, the employee is permitted up to one (1) day's leave without loss of salary for the purpose of seeking other employment. This leave will be taken at times that are mutually convenient to the Company and the employee.
5. Where circumstances warrant it, and in particular, where there is an allegation of serious misconduct raised against an employee, the Company has the absolute discretion to temporarily suspend the

employee from his/her duties pending a full investigation of the allegations surrounding the circumstances involving the employee. The employee shall be paid normal salary while suspended and the Company shall ensure that the investigation into the circumstances of the suspension is completed within two (2) weeks of the suspension occurring.

6. Where an employee is dismissed for serious misconduct, salary shall be paid up to the date and time of dismissal.
7. Where an employee is absent from duty for a period of five (5) days or longer without the authorisation of the Company or without good cause, he/she may be deemed by the Company to have abandoned their employment.

#### **(B) Termination of employment on the grounds of ill health**

1. The Company may terminate any employment upon the giving of notice that the employee has become incapable of performing the inherent requirements of the position in which he/she is employed by reason of mental or physical illness or injury.

Prior to terminating an employee's employment on these grounds, the Company:

- (a) May require the employee to undergo a medical examination by a registered medical practitioner nominated by the Company (and at the Company's cost) to determine the employee's fitness for employment.
- (b) A copy of the medical report made by the medical practitioner, pursuant to Subclause 1(a) above, shall be made available to the Managing Director and to the staff member.
- (c) The Managing Director shall provide a staff member with written notice of not less than two (2) months that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under Subclause 1(a) above shall lapse forthwith and no further action shall, subject to Subclause 1(d) below, be taken by the Managing Director under this clause.
- (d) Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Managing Director elects to dispute this decision, the Managing Director may proceed in accordance with this clause without further recourse to the provisions of Subclause 1(c) above.

- (e) Shall seek to assist the employee by offering, where considered appropriate by the Managing Director, redeployment, temporary redeployment, job share, part time employment, phased retirement, long service leave at half or full pay, annual leave and/or leave without pay.
- (f) May, where considered appropriate by the Managing Director, extend the entitlement to sick leave for such period as he/she may determine.
- (g) Shall take into account any report or recommendations resulting from the medical examinations and any other relevant medical reports or documentation made available to it by or on behalf of the employee and shall attempt, as far as the Managing Director considers possible, to provide such counselling and other support to the employee as may reasonably be required.
- (h) If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Managing Director may, subject to Subclause 1(i) below, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or, where no notice is specified, a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Managing Director may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- (i) If within fourteen (14) days of the report being made available, the staff member or a person acting on their behalf so requests, the Managing Director shall not terminate the employment of the staff member in accordance with Subclause 1(h) above, unless and until the findings of the report are confirmed by an occupational physician who is a registered member of the Australasian Faculty of Occupational Medicine, and who shall be nominated as agreed from the list of consultants on its website, [www.racp.edu.au](http://www.racp.edu.au). This physician shall be provided with a report from both the staff member's practitioner and the practitioner who made the initial report under Subclause 1(a) above before making their own assessment report.
- (j) In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or occupational physician appointed pursuant to this clause shall as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining

qualification for the payment of a disablement pension or other similar benefit.

- (k) These provisions shall not displace or override *the NSW Workers Compensation Act 1987*.
  - (l) This clause does not replace or undermine the Company's obligation under the *Disability Discrimination Act 1992* and the *Anti-Discrimination Act 1977* as amended.
2. At any time during a period of notice of termination of employment whether given by an employee or the Company, the Company may:
    - (a) Direct the employee to undertake or not to undertake such duties directly or indirectly related to the employee's position as the Company may consider fit.
    - (b) Direct the employee not to report for work.
    - (c) Terminate the employee's service earlier than the expiry of notice by making a payment in lieu of salary for the unexpired period.
  3. The employment of casual employees may be terminated by the giving of one (1) hour's written notice by either party.
  4. For the purposes of this clause, fixed term employees with two (2) or more consecutive fixed term appointments shall be treated as permanent employees.

#### **40. Work Health and Safety**

1. The Company recognises its obligations under the *Work Health and Safety Act 2011* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this through Company policies.
2. Each employee shall take all reasonable steps to ensure their safety while at work, and that they don't cause harm to any other person by their acts or omissions.
3. Each employee shall report to Management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.
4. The parties agree that the JCC, established under this Agreement, shall be one means for consultation for WH&S issues.

#### **41. On Call and Call Back Allowance**

Employees required to respond to requests to perform extra duties which are outside their ordinary hours of duty, or involves them being placed on call for a specific period during which time they are required to be contactable, available and able to perform extra duties, will be eligible to be paid an on call-allowance for all the time they were on call.

##### **Definitions:**

1. **On Call** - a period of time outside normal working hours that an employee is required by the Company to be contactable, and both available and capable of undertaking duties without undue delay at any location.
2. **Call back** - means that where an employee who has left the Company premises is called back to work at the Company premises outside normal working hours.
3. **Travelling Time** - means the reasonable time taken by an employee to travel to the Company where necessary, and to return to the starting point of the employee.

##### **On Call Allowance**

1. An employee rostered to be on call will be paid a set daily allowance as set out in Schedule 3. An employee is to be given written advice from a SE that the employee is considered to be on call within the meaning of the definition in Subclause 1 above. A copy of the written advice shall be provided to the Human Resources Manager by the SE prior to the period of the notice.

##### **Call Back**

1. Subject to the provision of clause 42.8(e) an employee who is called back to the Company premises by a SE or who is requested by a SE to undertake duty at any other location, including the employee's home, shall be paid overtime in accordance with Clause 42 of this Agreement. The overtime shall be deemed to commence from the time the employee leaves his or her starting point or commences work at home, and shall be deemed to cease upon return to the starting point, or when the work at home ceases. The minimum amount of overtime payable in these circumstances shall be not less than four (4) hours.
2. Any call back in the same twenty-four (24) hour period subsequent to the first call back shall be treated in the same manner as a call back under Subclause 1 above.
3. The responsible SE shall notify the Human Resources Manager in writing of any occurrences under this clause.

## 42. Overtime

The Company may require an employee to work reasonable overtime at overtime rates prescribed in this clause.

Wherever possible, an employee shall be given at least forty-eight (48) hours notice of any overtime to be worked, provided that where such notice is not given, an employee shall not be required to work overtime where the employee satisfies the Company that there is good and sufficient reason why he or she cannot work overtime that day.

In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitment of the Company and the effect on clients.

1. When overtime is worked as required by the Company, it will be paid at the following rates:
  - (a) All overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half (1½) times the ordinary rate of pay for the first two (2) hours and double the ordinary rate of pay thereafter until completion of the overtime work;
  - (b) All overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of four (4) hours;
  - (c) All time worked on a public holiday shall be paid at two and one-half (2½) times the ordinary rate of pay with a minimum payment of four (4) hours;
2.
  - (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days;
  - (b) An employee who works so much overtime between the termination of ordinary duty on one (1) day and the commencement of ordinary duty on the next day that there is not at least ten (10) consecutive hours off duty between those times shall, subject to this Subclause, be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, and such employee shall not report for duty during the next period of ordinary duty before the expiration of a period of

not less than ten (10) hours of duty from the completion of the overtime worked unless directed otherwise by the Company;

- (c) If on the instructions of the Company such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he/she shall be paid at overtime rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
3. Where an employee has been instructed to report for duty for pre-arranged overtime on a day which he/she would not have been required to work and on reporting for duty on that day finds that no overtime is available, the employee shall be paid three (3) hours overtime at the overtime rate for that day.
  4. Each day's overtime shall stand alone and shall be calculated to the nearest quarter ( $\frac{1}{4}$ ) of an hour.
  5. Notwithstanding anything elsewhere contained in this clause, employees who have the permission of the Company to work flexible or variable hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the Company. Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.
  6. Overtime shall not be paid to the Managing Director or any other member of the SEG.
  7. Nothing in this clause means that an employee may be paid both overtime and take time off in lieu.
  8. Time off in lieu shall be granted where:
    - (a) An employee performs duty in respect of which he/she is entitled to receive any overtime payment.
    - (b) At the employees request, the Company may, instead of making that overtime payment, grant to the employee time off in lieu for a period equivalent to the full overtime payment in hours which would have been payable. For example: four (4) hours overtime worked at double time is equal to eight (8) hours' time off in lieu of overtime payment.
    - (c) The maximum number of hours of time off in lieu of overtime payments that may be accumulated under this Clause, by an employee, shall not exceed three (3) weeks' time in lieu within any



six (6) month period. If the leave has not been taken, it must be paid out at overtime rates as worked.

- (d) Time off which is accumulated pursuant to this Subclause shall be taken at a time mutually agreed upon between the employee concerned and the Company, provided that the time off shall be taken within a period of six (6) months from the time that the overtime was performed.
- (e) Employees called back for work after leaving the Company's premises shall be paid at the appropriate overtime rate for a minimum of four (4) hours. Each call shall stand alone. This Subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform pre-arranged overtime, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- (f) For the purposes of overtime, the maximum number of hours that can be worked each day before overtime applies will be seven (7) hours. Additional times worked to accrue a rostered day off or worked under a Flexible Working Arrangement will alter this provision.
- (g) It is mandatory that an unpaid break of at least thirty (30) minutes is taken every five (5) hours worked.

#### **43. Payment of Salaries**

- 1. Salary and related payments shall be paid to employees no later than fortnightly in arrears by electronic funds transfer to the nominated account of the employee.
- 2. On or prior to pay day, the Company shall provide to each staff member a statement of salary in accordance with Regulations made under *the Fair Work Act, 2009*.

#### **44. Planning and Review**

- 1. Performance Planning and Review for all staff will be conducted at two (2) levels:
  - (a) In accordance with the Performance and Development Planning (PDP) program, or its equivalent. (The PDP documents should be read in conjunction with this clause, but do not form part of this Agreement).
  - (b) An on-going part of the normal supervisory process.

#### **45. Probationary Employment**

1. Permanent employees shall initially be employed on a probationary basis for a period of three (3) months following the commencement of employment.
2. During the probationary period, the employee's performance will be monitored on an ongoing basis and a report prepared after two (2) months recommending:
  - (a) Continuation of the probationary period, or
  - (b) Termination of the probationary period and the service of the employee, or
  - (c) Rectification of perceived deficiencies within a specified period which shall be no longer than the period of three (3) months from the date of original engagement.
3. At the conclusion of the three (3) month probationary period, the employee's suitability for permanent employment will be assessed by the relevant Director and a recommendation made to the Managing Director to:
  - (a) Confirm the employee's appointment as an employee, or
  - (b) Terminate the appointment on the giving of one (1) week's notice consistent with Clause 39 of this Agreement.
4. Fixed Term employees shall initially be employed on a probationary basis for a period of two (2) to three (3) months following the commencement of employment, depending on the length of the contract.

#### **46. Public Holidays and Concessional Days**

1. Employees (other than casual employees) who are not required for duty, shall be allowed to observe the following days as holidays without loss of pay:

New Year's Day  
Australia Day  
Good Friday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Bank Holiday

and all other officially proclaimed Public Holidays for the State of NSW.

2. Bank Holiday will not be taken as a holiday on the normally notified day, the first Monday in August, but will be transferred as a concessional day to be first working day after Boxing Day.
3. Only staff employed by the Company who would normally be on duty on the day notified as Bank Holiday each year, shall be entitled to take a concessional day on the first working day after Boxing Day. The Company may require an employee to work on this day and if this occurs the employee shall be paid in accordance with the following Subclause 4.
4. When an employee is required to work on a public holiday or on the day following Boxing Day as per Subclause 3, payment shall be made to the employee in compliance with Clause 42 of this Agreement.
5. In addition to Christmas/New Year public holiday each year, there will be two (2) days granted to employees as Company concessional days off duty.
6. When employees are required to work on a concessional day(s), those employees are entitled to take the concessional day(s) on a later date mutually convenient to both the employee and the Company.
7. These days are granted to employees, without debit against leave credits.
8. Employees (other than casual employees) in attendance and not required for duty shall be able to sign off from duty at 12.30 pm on Christmas Eve. Staff will receive their normal days pay for this day.

Part-time employees who would not normally work on the day of the week that Christmas Eve falls, may arrange with the agreement of the relevant manager, to swap one of their normal work days for Christmas Eve.

#### **47. Redeployment**

1. The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored include temporary redeployment, job-share, part-time employment, phased retirement, long service leave, annual leave and leave without pay.
2. If, in accordance with Clause 13, an employee's position is determined to be surplus the Company's needs, the affected employee (the displaced employee) shall be notified in writing to that effect by the Managing Director who shall specify in general terms the options available, including the primary option of redeployment.
3. The Managing Director, in accordance with this Agreement, may offer a voluntary redundancy if other options are determined to be inappropriate.
4. A displaced employee who has been given notice that his or her position has been made redundant, must elect to be considered for redeployment within two (2) weeks of receiving such notification. If no election for redeployment is made within two (2) weeks, the displaced employee will be retrenched in accordance with subclause 48.1.
5. For a period of ten (10) weeks from the date that a displaced employee elects to be considered for redeployment, or longer if the Company after consultation with the displaced employee(s) and the CPSU so decides, an active placement process will be undertaken by the Company.
6. During the placement period, the displaced employee may continue to work in his or her own work unit; and/or work temporarily in another work unit; and/or undertake training. CPSU members will be entitled to seek the advice and assistance of their Union during the placement period.
7. Where possible, an employee shall be redeployed into a vacant establishment position that matches, as far as is possible, the skills, qualifications and experience of the employee. Where necessary, the employee shall be offered the necessary training and development to enable matching of individual skills, etc to the position requirements.
8. Where there is no vacant establishment position to which to redeploy an employee affected by this Clause, the Managing Director may approve

the creation of a non-establishment position which shall remain only for the term of the redeployment, unless otherwise agreed.

9. An employee who is redeployed to a position at a level lower than his or her previous salary level will receive salary maintenance at his or her previous rate of pay for a period of six (6) months. This period may be extended by the Managing Director in his/her absolute discretion after taking into account such matters as including but not limited to, proximity to retirement and/or length of service.
10. Pending redeployment of any employee to another position, the Managing Director may direct that the employee work in any area determined by the Managing Director. The Managing Director shall make every effort to keep this period of time to no longer than six (6) weeks.

## **48. Redundancy**

1. Voluntary Redundancy
  - (a) The Company, at the absolute discretion of the Managing Director, may offer voluntary redundancy to those employees whose positions have become surplus to the needs of the organisation. Voluntary redundancy shall only be offered where all of the options outlined in Clause 47 have been exhausted.
  - (b) Where an employee is offered and accepts voluntary redundancy, payment to the employee shall be made in accordance with the provisions detailed below.
  - (c) A displaced employee who does not elect to be redeployed, in accordance with Subclause 47.4, will be given ten (10) weeks' notice of the date on which he or she will be retrenched or payment in lieu of all or part of this notice.
  - (d) During the notice period specified in Subclause 48.1(c) a displaced employee who is to be retrenched will be eligible for:
    - appropriate out placement support; and
    - a reasonable amount of time without loss of pay to attend job interviews or other job search activities.
  - (e) An employee who is retrenched will be entitled to a severance payment based on three (3) weeks' salary for every completed year of service to a maximum of fifty-two (52) weeks.

## 2. Involuntary Redundancy

- (a) Involuntary Redundancy can only apply after exhausting Clause 47.
- (b) This clause shall apply where the company cannot provide or offer a redeployment position that has comparable skills and level of accountability to those attributable to the redundant position, or where it is unlikely that a displaced employee will be able to perform adequately in any other job, in a reasonable period of time, given access to appropriate support and training.
- (c) Where the Managing Director has made a decision in accordance with subclause 48.2(b), the employee, the Joint Consultative Committee and the CPSU shall be notified in writing. Such notice shall include, the reason(s) for invoking this Clause and any measures that the Company is prepared to offer in mitigation of the adverse affects of the termination of the employment of the employee concerned.
- (d) Employees who are made redundant under this Clause shall receive, in addition to the benefits set out in this Clause pro rata payment for each completed month of service since the last completed year of continuous service with the Company together with payment for any untaken annual leave, annual leave loading or long service leave accumulated.
- (e) Where the Managing Director has offered a redundancy, the date of termination of the employee shall be determined by the Managing Director having regard to operational requirements and any preferred date nominated by the employee. The date of termination shall be no later than three (3) months from the date of notification by the Managing Director as provided for in Subclause 47.2. The Managing Director may, in his/her absolute discretion extend this period for no longer than a further three (3) months.
- (f) In addition to the required period of notice, an employee, when made redundant involuntarily shall be entitled to the following. The entitlements provided in this table do not apply to employees who accept voluntary redundancy in accordance with clause 48.1.

### Where employee is less than 45 years of age

Completed years of continuous service with the Company	Entitlement
Less than one year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and longer	14 weeks pay plus 2 weeks for every year of service in excess of 5 with a minimum payment of 20 weeks pay and a maximum payment of 52 weeks pay

### If employee is 45 years of age and over

Completed years of continuous service with the Company	Entitlement
Less than one year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and longer	17.5 weeks pay plus 2 weeks pay for every year of service in excess of 5 with a minimum payment of 26 weeks pay and a maximum payment of 78 weeks pay

Where an employee has had continuous service with the Company exceeding ten (10) years, the Managing Director may in his/her absolute discretion agree to make a severance payment additional to that set out above.

### 3. Ineligibility of Redundant Employees for Engagement

Any employee who becomes redundant under Clause 48 may not apply for or be appointed to any other position with the Company or act as a Consultant to the Company until a period of time equal to or exceeding the period equivalent to the redundancy payment has elapsed. For example, an employee receiving a thirty (30) weeks redundancy payment plus four (4) weeks pay in lieu of notice, may not apply for or be appointed to a position with the Company until thirty (30) weeks has elapsed since the date of termination of employment.

4. For the purposes of this clause casual employment recognised as service for long service leave entitlements (as per Clause 30, sub-clause 7) will also be recognised when determining the required period of notice and the redundancy payment provided for in the tables above.

#### **49. Reimbursement of Expenses**

1. Employees shall be reimbursed for all reasonable travel (including use of the employee's private motor vehicle), accommodation and other out of pocket expenses that are incurred in the exercise of their authorised duties and responsibilities.
2. In the calculation of travel costs involving the private use of an employee's motor vehicle, the amount payable shall be in accordance with the current scale of motor vehicle rates published by the Australian Taxation Office from time to time.
3. All claims for reimbursement of expenses shall be supported by documentation including copies of receipts, and shall be authorised by the relevant Director.
4. Entertainment expenses may only be incurred with the prior approval of the Managing Director, except where these are less than \$100.00. Claims for reimbursement of entertainment expenses must be authorised by the Managing Director.

#### **50. Rostered Days Off**

1. Employees (other than casual employees and the Senior Executive Group) are entitled to apply for a nineteen (19) day – four (4) week cycle by way of working an additional twenty-two (22) minutes each day during the nineteen (19) day cycle.
2. Employees by working the additional twenty-two (22) minutes per day will accumulate one (1) rostered day off (RDO) during each four (4) week cycle.
3. Employees shall be entitled to take a minimum of half ( $\frac{1}{2}$ ) a day RDO, based on their normal working day.
4. As far as practical RDOs must be cleared within the given cycle.
5. By mutual agreement a member of staff may accrue up to six (6) rostered days off and take such days at a mutually agreed time.
6. Ordinary duty worked under flexible or variable working hours arrangements will not attract shift penalties, weekend penalties, public holiday penalties or overtime payments.



7. Any accumulated RDO may be taken off at a time mutually convenient to the employee and the relevant SE.
8. Staff are to nominate their intended rostered days off in advance, with provisions for flexibility to change the nominated date by agreement with their supervisor.
9. The Company may direct that Rostered Days Off may not be taken during periods of peak workload.
10. Supervisors shall be proactive in the management of RDOs to ensure that staff are encouraged to take their RDOs and are enabled to take them.
11. Where, in the opinion of the relevant SE, operational necessity requires that an employee work on what was intended to be a RDO, every effort shall be made to give the employee five (5) working days notice that he/she is required to work. In these circumstances, the RDO shall be taken by the employee at some other time mutually convenient to the SE and the employee.
12. An employee who is unable to take an RDO due to operational requirements of the company shall not forfeit that RDO.

## **51. Salary Schedules**

Salaries, casual rates of pay and allowances are set out in Schedules 1, 2 and 3 of this Agreement.

The Agreement provides for salary increases to the annual salary rates of all staff (except for members of the SEG).

The following salary increases will apply:

1. 2.0% from the first full pay period after acceptance of the Agreement
2. 2.25% from the first full pay period in February 2018
3. 2.50% from the first full pay period in February 2019

## **52. Security of Employment**

1. In realising the aims and objectives of this Agreement, it is understood that improvements in productivity, efficiency and reliability will have the direct effect of enhancing the job security of all Company employees.

2. The parties are committed to enhancing the security of employment for all employees. It is recognised that in a work environment of continuous improvement, changes to jobs and functions within the organisation may result. Should change occur, Management and staff shall work together to ensure that the skills required are gained to enable employees to accept new responsibilities.
3. Where staff level requirements need to change, the preferred option to achieve any reduction will be the natural turnover of staff to satisfy the adjustments.
4. The parties are committed to the provision of training and development opportunities to any staff affected by these changes.

### **53. Staff Development and Training**

1. Employees will attend mutually agreed training courses paid for by the Company.
2. Where an employee attends training the Company shall pay normal salary rates.

### **54. Position Description**

1. The duties of an employee shall be described in a Position Description which must be issued upon commencement of duty and kept up to date on an annual basis. The Managing Director may, from time to time and after consultation and agreement with the staff member concerned, amend those duties to respond to any changes in the Company's requirements.
2. The Position Description is used as the basis for determining the appropriate classification level of a position using the descriptors as set out in Appendix 1 and in accordance with the Company's policy on the classification of positions.
3. Employees are required to carry out all of the lawful directions given by the Company and to serve the Company diligently and faithfully.

### **55. Superannuation**

1. Employer superannuation contributions for new permanent and fixed-term employees commencing employment after the commencement of the UAC Enterprise Agreement 2017-2020 will be 17% of base salary. Fixed-term employees are required to have been employed with the Company for 12 months (whether continuous or in broken periods) before the 17% contribution commences.

2. Permanent and fixed term employees receiving 20% employer superannuation contributions prior to the commencement of this Agreement, will have their employer superannuation contribution reduced by 1% each year over the life of this Agreement, until it reaches 17%. This reduction will be applied each year at the same time as salary increases (as set out in Clause 51 above).
3. The 17% includes the minimum payment of employer superannuation contribution required to meet Commonwealth Superannuation Guarantee obligations.
4. Staff are permitted to take a portion of their employer superannuation contributions as a cash component of their salary provided that the minimum amount paid as the employer superannuation contribution meets Commonwealth Superannuation Guarantee obligations.
5. Employer superannuation contributions for fixed-term employees with less than 12 months service and for casual staff shall be at the rate required to meet the minimum Commonwealth Superannuation Guarantee obligation.

## **56. Tea Breaks**


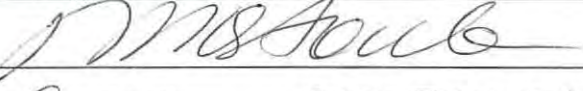
1. Employees will be entitled to a ten (10) minute paid morning tea break, to be taken between the hours of 10.00 am – 10.30 am.
2. Employees will be entitled to a ten (10) minute paid afternoon tea break to be taken between the hours of 3.00 pm – 3.30 pm.
3. Where, due to operational requirements of the Company, employees are unable to take a tea break between the prescribed time as stated in Subclauses 1 and 2, they are entitled to take a tea break as soon as reasonably possible.
4. Where an employee elects not to take a tea break, that tea break shall be forfeited.

## **57. Union Rights**

1. Staff of the Company may attend CPSU meetings during normal working hours four (4) times a year as follows:
  - (a) The Managing Director receives notice of the proposed meeting no later than three (3) working days in advance.
  - (b) Normal work resumes at the conclusion of the meeting.

2. The Managing Director may authorise additional staff meetings at the request of the CPSU or CPSU delegate.
3. Reasonable time off, during working hours, shall be allowed to CPSU delegates for the conduct of essential Union affairs.
4. The Company will grant to CPSU delegates leave to attend Union training of up to six (6) days per year, subject to operating requirements of the workplace. Such leave shall count as service for all purposes. Applications must be accompanied by a statement from the CPSU that it has nominated the employee concerned or supports their application.

**Part 3 - Signatories to the Agreement**

Signed for and on behalf of:	
<b>CPSU, The Community and Public Sector Union</b> <b>160 Clarence Street, Sydney NSW 2000</b>	
	(Signature of authorised officer)
KAREN BATT	(Name)
FEDERAL SECRETARY	(Authority to Sign)
in the presence of:	
	(Witness Signature)
GOSIA MOSTOWSKA	(Witness Name)
Ln 10 / 128 Exhibition St, Melbourne	(Witness Address)

Signed for and on behalf of:	
<b>UNIVERSITIES ADMISSIONS CENTRE (NSW &amp; ACT) PROPRIETARY LIMITED</b> <b>ABN 19 070 055 935</b> <b>Quad 2, 6 Parkview Drive, Sydney Olympic Park NSW 2127</b>	
	(Signature of authorised officer)
DAVID CHRISTIE	(Name)
MANAGING DIRECTOR	(Authority to Sign)
in the presence of:	
	(Witness Signature)
TIM GLEESON	(Witness Name)
Parkview Drive, SYDNEY OLYMPIC PARK	(Witness Address)

## Part 4 - Salary Schedules

Schedule 1 Permanent and Fixed-term Employees Annual Salary			
	Feb-17	Feb-18	Feb-19
	2%	2.25%	2.50%
<b>Grade 1</b>			
1	\$52,251.00	\$53,427.00	\$54,763.00
2	\$53,340.00	\$54,540.00	\$55,904.00
3	\$54,435.00	\$55,660.00	\$57,052.00
<b>Grade 2</b>			
1	\$56,075.00	\$57,337.00	\$58,770.00
2	\$57,709.00	\$59,007.00	\$60,482.00
<b>Grade 3</b>			
1	\$58,804.00	\$60,127.00	\$61,630.00
2	\$60,438.00	\$61,798.00	\$63,343.00
3	\$62,077.00	\$63,474.00	\$65,061.00
4	\$63,718.00	\$65,152.00	\$66,781.00
5	\$65,358.00	\$66,829.00	\$68,500.00
<b>Grade 4</b>			
1	\$66,994.00	\$68,501.00	\$70,214.00
2	\$68,627.00	\$70,171.00	\$71,925.00
3	\$70,815.00	\$72,408.00	\$74,218.00
<b>Grade 5</b>			
1	\$72,448.00	\$74,078.00	\$75,930.00
2	\$74,633.00	\$76,312.00	\$78,220.00
3	\$76,813.00	\$78,541.00	\$80,505.00
4	\$79,002.00	\$80,780.00	\$82,800.00
5	\$81,185.00	\$83,012.00	\$85,087.00
<b>Grade 6</b>			
1	\$83,369.00	\$85,245.00	\$87,376.00
2	\$85,547.00	\$87,472.00	\$89,659.00
3	\$87,733.00	\$89,707.00	\$91,950.00
4	\$89,918.00	\$91,941.00	\$94,240.00
<b>Grade 7</b>			
1	\$91,551.00	\$93,611.00	\$95,951.00
2	\$94,281.00	\$96,402.00	\$98,812.00
3	\$97,015.00	\$99,198.00	\$101,678.00
4	\$99,744.00	\$101,988.00	\$104,538.00
<b>Grade 8</b>			
1	\$102,473.00	\$104,779.00	\$107,398.00
2	\$105,745.00	\$108,124.00	\$110,827.00
3	\$109,021.00	\$111,474.00	\$114,261.00
4	\$112,300.00	\$114,827.00	\$117,698.00
5	\$115,570.00	\$118,170.00	\$121,124.00
<b>Grade 9</b>			
1	\$118,845.00	\$121,519.00	\$124,557.00
2	\$122,122.00	\$124,870.00	\$127,992.00
3	\$125,395.00	\$128,216.00	\$131,421.00
<b>Grade 10</b>			
1	\$127,032.00	\$129,890.00	\$133,137.00

## Part 4 - Salary Schedules

Schedule 2a Casual Employees Hourly Rates			
	Feb-17	Feb-18	Feb-19
	2%	2.25%	2.5%
<b>Grade 1</b>			
1	\$28.64	\$29.28	\$30.01
2	\$29.23	\$29.89	\$30.64
3	\$29.80	\$30.47	\$31.23
<b>Grade 2</b>			
1	\$30.70	\$31.39	\$32.17
2	\$31.59	\$32.30	\$33.11
<b>Grade 3</b>			
1	\$32.17	\$32.89	\$33.71
2	\$33.08	\$33.82	\$34.67
3	\$34.00	\$34.77	\$35.64
4	\$34.89	\$35.68	\$36.57
5	\$35.83	\$36.64	\$37.56
<b>Grade 4</b>			
1	\$36.70	\$37.53	\$38.47
2	\$37.58	\$38.43	\$39.39
3	\$38.78	\$39.65	\$40.64
<b>Grade 5</b>			
1	\$39.66	\$40.55	\$41.56
2	\$40.85	\$41.77	\$42.81
3	\$42.05	\$43.00	\$44.08
4	\$43.26	\$44.23	\$45.34
5	\$44.45	\$45.45	\$46.59
<b>Grade 6</b>			
1	\$45.68	\$46.71	\$47.88
2	\$46.87	\$47.92	\$49.12
3	\$48.05	\$49.13	\$50.36
4	\$49.24	\$50.35	\$51.61
<b>Grade 7</b>			
1	\$50.11	\$51.24	\$52.52
2	\$51.63	\$52.79	\$54.11
3	\$53.67	\$54.88	\$56.25
4	\$54.64	\$55.87	\$57.27
<b>Grade 8</b>			
1	\$56.13	\$57.39	\$58.82
2	\$57.92	\$59.22	\$60.70
3	\$59.68	\$61.02	\$62.55
4	\$61.47	\$62.85	\$64.42
5	\$63.29	\$64.71	\$66.33
<b>Grade 9</b>			
1	\$65.08	\$66.54	\$68.20
2	\$66.82	\$68.32	\$70.03
3	\$68.64	\$70.18	\$71.93
<b>Grade 10</b>			
1	\$69.57	\$71.14	\$72.92

Schedule 2b Casual Junior Employees Hourly Rates			
	Feb-17	Feb-18	Feb-19
	2%	2.25%	2.5%
15 - 16 yrs Junior	\$28.64	\$29.28	\$30.01
17 years Junior	\$29.23	\$29.89	\$30.64
18 years Junior	\$29.80	\$30.47	\$31.23
19 years Junior	\$30.70	\$31.39	\$32.17
20 years Junior	\$31.59	\$32.30	\$33.11

Schedule 3 Allowances			
	Feb-17	Feb-18	Feb-19
	2%	2.25%	2.5%
On-Call Weekday	\$46.67	\$47.71	\$48.90
On-Call Weekend	\$111.90	\$114.42	\$117.28
First-Aid	\$29.49	\$30.15	\$30.90
Meal Money	Will be paid at rates set by the Australian Tax Office (ATO) in accordance with clause 36.6		
Expenses	Will be paid at rates set by the Australian Tax Office (ATO) in accordance with clause 49		

## **Appendix I**

### **Classification Descriptors**

#### **DEFINITIONS**

##### **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, e.g. Certificate III.

###### **Post-trade certificate**

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



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### **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**

## **Appendix I**

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

### **Task level**

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

### **Organisational knowledge**

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

### **Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee 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.

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 employees 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 38 hours of induction to the higher education industry which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation 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 employees working alone, routine supervision.

## **Appendix I**

### **Task level**

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

### **Organisational knowledge**

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

### **Judgment, independence and problem solving**

Resolve problems where alternatives for the employee 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 employees which is based on a broad knowledge of the employees's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

### **Judgment, independence and problem solving**

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

## **Appendix I**

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;
- 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 employees 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.

### **Judgment, independence and problem solving**

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

## **Appendix I**

### **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; and
- assist with the feeding and care of animals.

Employees 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 desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- 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

## **Appendix I**

- 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 employees 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.

### **Judgment, 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; and/or
- 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; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

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In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- 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 database applications;
- be responsible for providing a full range of secretarial services, e.g. in a faculty;
- provide advice to students on enrolment procedures and requirements; and/or
- 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 one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

#### **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.

## **Appendix I**

### **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.

### **Judgment, 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; and/or
- 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; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.



## **Appendix I**

In administrative positions:

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

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; and/or
- 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 employees.

#### **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**

## **Appendix I**

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.

### **Judgment, 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; and/or
- 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; and/or
- 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; and/or
- analyse less complex user and system requirements.

## **Appendix I**

### **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 four years' subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

#### **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 employees including administrative, technical and/or professional employees.

#### **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 inter-relationships between a range of policies and activities.

#### **Judgment, 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 employees 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 employees combined with policy development responsibilities which may include research and publication.

## **Appendix I**

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 employees including administrative, technical and/or professional employees.

#### **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 employees will 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.

#### **Judgment, independence and problem solving**

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

## **Appendix I**

### **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 judgment 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 employees including administrative, technical and/or professional employees.

#### **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.

## **Appendix I**

### **Judgment, independence and problem solving**

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

### **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 judgment 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; and
- 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 employees (including administrative, technical and/or professional employees).

### **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.

## **Appendix I**

### **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.

### **Judgment, 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 judgment 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.

## Joint Consultative Committee Constitution

<p><b>1 Title</b></p>	<ul style="list-style-type: none"> <li>• <b>UAC Joint Consultative Committee Constitution</b></li> </ul>
<p><b>2 Purpose</b></p>	<ul style="list-style-type: none"> <li>• To provide a forum where management, staff and union, in equal partnership, discuss issues affecting UAC staff at the time of contemplation rather than implementation and make consensus decisions on staff management and organisational policy and by agreement with the Director and management through the Resource Management Committee.</li> </ul>
<p><b>3 Objectives</b></p>	<ul style="list-style-type: none"> <li>• To consult on issues arising out of the application of this Agreement including the development and/or review of UAC policies that impact on the terms and conditions of employment of employees.</li> <li>• Resolve issues from staff in relation to all aspects of their workplace, through consultation and mediation.</li> <li>• Oversee and advise on workplace reform, including organisational restructures.</li> <li>•</li> </ul>
<p><b>4 Functions</b></p>	<p><b>The Joint Consultative Committee will receive and deal with input from staff and management and will work with management to:</b></p> <ul style="list-style-type: none"> <li>• Ensure the correct implementation of the Enterprise Agreement.</li> <li>• Review / develop communication and education systems.</li> <li>• Ensure implementation of fairness and equity through development of Best Practice and Quality Management systems.</li> <li>• Develop, monitor and enhance Competency Development programs.</li> <li>• Ensure compliance with all policies for protection of staff in their workplace environment.</li> <li>• Negotiate resolutions on staff issues with all relevant stakeholders.</li> <li>• Assist to resolve EEO / Anti discrimination issues in conjunction with the UAC's Human Resource Officer.</li> <li>•</li> </ul>



<p><b>5 Membership</b></p>	<ul style="list-style-type: none"> <li>• The Committee shall be comprised of six members: - Three representing UAC Management, an industrial officer/organiser for the CPSU and two elected staff representatives.</li> <li>•</li> </ul>
<p><b>6</b></p>	<ul style="list-style-type: none"> <li>• Elections for staff representatives on the Committee shall be conducted every two years and will be organised by the Humans Resources manager.</li> </ul>
<p><b>7</b></p>	
<p><b>8 Chairperson</b></p>	<ul style="list-style-type: none"> <li>• One of the Management representatives will act as Chairperson of the Committee.</li> <li>• The Chairperson shall preside over all meetings and in consultation with the Director, ensure all decisions of the Committee are implemented.</li> <li>•</li> </ul>
<p><b>9 Minute Taker</b></p>	<ul style="list-style-type: none"> <li>• The UAC will provide the Consultative Committee with a minute taker, who will be responsible for preparing, organising and actioning: <ul style="list-style-type: none"> <li>➤ Notices of Meetings</li> <li>➤ Agendas</li> <li>➤ Taking minutes</li> <li>➤ Correspondence (in consultation with Chair &amp; Director)</li> <li>➤ Decisions (in consultation with Chair &amp; Director)</li> <li>➤ Circulation of information to all staff (in consultation with the Chair and the nominated CPSU representative)</li> </ul> </li> </ul>
<p><b>10 Support services</b></p>	<ul style="list-style-type: none"> <li>• The UAC will provide a meeting venue, equipment and clerical assistance as required by the Committee.</li> </ul>
<p><b>11 Meetings</b></p>	<ul style="list-style-type: none"> <li>• Meetings of the Committee will be held quarterly or more frequently if agreed by a majority of Committee members.</li> <li>• The Committee will determine the time and place for the meetings.</li> <li>• The agenda and supporting information shall be forwarded to the Committee members, to be received no later than 48 hours before the meeting. Late items will only be included as other business with the approval of the Committee.</li> <li>• Agenda items and supporting information shall be received</li> </ul>

	<p>by the minute taker 72 hours before the meeting.</p> <ul style="list-style-type: none"> <li>• The Director, the Chairperson or any 3 members of the Committee may call a special meeting of the Committee. A minimum of 24 hours notice shall be given to all members, unless impractical to do so, but on the basis that a quorum must be achieved for any special meeting to be held.</li> <li>• The minutes of the meeting will be prepared and distributed to the JCC members as soon as practicable after the meeting. The confirmed minutes will be displayed on staff notice boards throughout the UAC.</li> </ul>
<b>12 Meeting Quorum</b>	<ul style="list-style-type: none"> <li>• Meetings will only be held if there are at least two management and two CPSU representatives available to attend. Deferred meetings will be rescheduled as soon as possible after the original meeting date..</li> </ul>
<b>13 Information and Advice for the Committee</b>	<ul style="list-style-type: none"> <li>• The Committee shall have access to all information within the UAC's resources and records, which is necessary for it to effectively discharge its responsibilities.</li> <li>• Committee members shall be bound to maintain the confidentiality of information submitted to them, where such information relates to the UAC records or employee's details.</li> </ul>
<b>14 Attendance of Non Members</b>	<ul style="list-style-type: none"> <li>• The Committee can allow non-member observers or advisors to attend meetings of the Committee to facilitate exchange of information and to provide specialist advice to the Committee.</li> </ul>
<b>15 Rights and Responsibilities of Committee members</b>	<ul style="list-style-type: none"> <li>• All staff members will be allocated reasonable time from their usual duties to attend Committee Meetings and when necessary to deal with matters arising out of their Committee membership.</li> <li>• Employee members shall ensure their supervisors are consulted and informed of their Committee activities.</li> <li>• Consultative Committee members are expected: <ul style="list-style-type: none"> <li>➤ To carry out their duties in the spirit of the Committee's objectives, responsibly and honestly under the delegated authority granted to them.</li> <li>➤ To attend meetings regularly and punctually.</li> <li>➤ To forward apologies for non-attendance prior to the meeting.</li> <li>➤ To be properly prepared for each meeting, having read and investigated all information relevant to items on the agenda.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>➤ To be prepared to contribute clearly and concisely on all matters and matters affecting those they represent.</li> <li>➤ To gather information from, and present the views of those they represent.</li> <li>➤ To assist the people they represent in preparing their information for submission to the Committee.</li> <li>➤ To present information based on facts and not their own preconceived ideas.</li> <li>➤ To submit items for the agenda within the specified timeframe and with all supporting information.</li> <li>➤ To be flexible and open minded in relation to issues considered by the Committee, so the best results can be achieved for the staff, the UAC and its clients.</li> <li>➤ To declare an interest to the Committee if any item of business may either specifically benefit or disadvantage themselves or any family member or person with whom they have a relationship, other than a working one.</li> <li>➤ To treat other members of the Committee in a fair and equitable manner.</li> </ul> <ul style="list-style-type: none"> <li>• Management shall not dismiss or discriminate against an employee or alter their position to their detriment, by reason of the fact that the employee is a member of, or has an interest in the Consultative Committee.</li> </ul>
<p><b>16 Training for Committee</b></p>	<ul style="list-style-type: none"> <li>• All members of the Consultative Committee shall be entitled to initial and ongoing training to ensure members have the opportunity to perform to the best of their ability.</li> <li>• No Committee member shall be required to undergo training in his or her own time or be subjected to any financial disadvantage due to this undertaking.</li> </ul>
<p><b>17 Specialist Tasks</b></p>	<ul style="list-style-type: none"> <li>• The Committee has the right to form any Sub Committees to undertake specialist tasks. Such Committees shall report back as soon as possible, but no later than the time frame specified by the Committee for the purpose.</li> </ul>
<p><b>18 Changes to the Constitution</b></p>	<ul style="list-style-type: none"> <li>• The Constitution may only be amended upon the recommendation of the Committee, and endorsement by the Director and the CPSU.</li> </ul>

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).