



TRANSCRIPT OF PROCEEDINGS

Fair Work Act 2009

COMMISSIONER PLATT

AG2022/5025

s.185 - Application for approval of an agreement

**Application by Charles Darwin University
(AG2022/5025)**

Adelaide

10.00 AM, TUESDAY, 20 DECEMBER 2022

PN1

THE COMMISSIONER: Hello. This is Commissioner Platt speaking in matter AG 2022/5025, application for the approval of an enterprise by Charles Darwin University. Ms Hudsley, you're representing the university today?

PN2

MS HUDSLEY: Good morning.

PN3

THE COMMISSIONER: Ms Hudsley.

PN4

MS HUDSLEY: I am, indeed, Commissioner. Would you like me to indicate who else I have instructing me?

PN5

THE COMMISSIONER: Ms Crews, Ms Preo, Ms Jones and Ms Hudson. Anyone else I've missed?

PN6

MS HUDSLEY: Mr Miller, my colleague, is also on the line but he's in a place separate from me.

PN7

THE COMMISSIONER: Sure.

PN8

MR MILLER: Good morning.

PN9

THE COMMISSIONER: Thank you. Mr McAlpine, you're representing the NTEIU?

PN10

MR McALPINE: I am, thank you.

PN11

THE COMMISSIONER: Thank you. Mr Barlow, you're representing the CPSU?

PN12

MR BARLOW: Yes, thank you, Commissioner. Good morning.

PN13

THE COMMISSIONER: Anybody I've missed? No. Okay. So let's go through the checklist that I've provided. I'll come to the procedural submissions from the NTEIU later in the checklist. Just bear with me a second. I've got a few documents. I'll just have a look for the one that I need. Okay. Ms Hudsley, can you tell me how many casual employees worked during the access period?

PN14

MS HUDSLEY: I understand, Commissioner, subject to instructions from Ms Crews, that because the staff members who would be able to provide that information is on leave that the university does not have that information with it at the moment. But that's subject to, Ms Crews, is there anything that you can add to that?

PN15

MS CREWS: No. No, there isn't and we haven't received the request yet. We've sent it through and asked that thy action it as soon as possible.

PN16

THE COMMISSIONER: Right. How many casual employees were provided with a ballot?

PN17

MS CREWS: I can pull that for you. I'll just need a few moments to get it out of my files, sorry.

PN18

THE COMMISSIONER: All right. Whilst you're dealing with that, Ms Hudsley, in relation to the National Employment Standards issues, does the university want to rely on its NES precedence clause, or would you like to provide me with undertakings?

PN19

MS HUDSLEY: The university can certainly make a submission to you.

PN20

THE COMMISSIONER: I'm happy for you to make a submission but in the event that you don't persuade me that there's some issues in relation to the provisions, then which would you prefer to do? Give me an undertaking or rely on an NES precedence clause?

PN21

MS HUDSLEY: I think the university's position is - I beg your pardon. The university would be happy to give an undertaking.

PN22

THE COMMISSIONER: Okay.

PN23

MS HUDSLEY: I can say, Commissioner, that the university has given absolute precedence to dealing with these questions that had been raised with the greatest urgency yesterday since they've been provided to us, and we have responses to all of the questions except for the casual employee issue which, as we say, Ms Crews has put in - - -

PN24

THE COMMISSIONER: All right. Okay.

PN25

MS HUDSLEY: - - - to the relevant staff member who was on leave. The submission - - -

PN26

THE COMMISSIONER: Yes, what did you want to tell me about the redundancy issue, then?

PN27

MS HUDSLEY: We can make verbal submissions or, alternatively, we could provide a written response to you by tomorrow, Commissioner.

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THE COMMISSIONER: Now. Now is good. Now is good.

PN29

MS HUDSLEY: Okay. I will provide you with the information with my instructions, subject to anything that Ms Crews or Ms Hudson would want to add. The redundancy package comprises three components. That is a transition period of eight weeks, a notice period of 18 weeks, and redundancy of three weeks per year of service, with a minimum of 29 weeks pay. However, the - - -

PN30

THE COMMISSIONER: Sorry, sorry, can I just stop you there. So the redundancy payment, the severance component, is a minimum of 29 weeks?

PN31

MS HUDSLEY: Those are my instructions, that the redundancy is three weeks per year - I beg your pardon. The severance - - -

PN32

MS CREWS: Sorry, can - - -

PN33

THE COMMISSIONER: Okay. Let me tell you what the issue is. The issue is the NES provides for four weeks in year one. Your agreement only appears to provide for three.

PN34

MS HUDSLEY: I thought I heard somebody wanting to make a submission but my understanding is that while the likelihood of an academic being made redundant within 12 months is very low, the university is prepared to give an undertaking that the minimum redundancy package for an academic would be four weeks.

PN35

THE COMMISSIONER: Okay. That solves that one. Okay. So the next one is the capacity of the university to cancel annual leave without reasonable notice under exceptional circumstances. The NES provides that annual leave is to be agreed and the employee should not be unreasonably refused. Where does the authority come from in relation to the university's capacity to cancel leave that's been approved?

PN36

MS HUDSLEY: Thank you, Commissioner. I can't provide you with information on that other than to say, which I know is not your concern, but the current enterprise agreement already provides for this.

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THE COMMISSIONER: Yes.

PN38

MS HUDSLEY: So it has been - it was approved last time around. I have - - -

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THE COMMISSIONER: Except that it may well be that the operation of the NES would prevent that clause from having effect.

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MS HUDSLEY: That's correct, Commissioner. My instructions to date are that - well, I haven't been provided with the authority by which this is included in the agreement - the intention would be in relation to emergency workers such as in the event of a cyclone and similar. That's the reason for it. As you say it might override - - -

PN41

THE COMMISSIONER: Yes, you will need to provide me with the authority that would allow that to occur and in the absence of that I would be putting a provision in the enterprise agreement decision saying that insofar as that clause is inconsistent with the NES, it won't have effect.

PN42

MS HUDSLEY: Thank you, Commissioner.

PN43

THE COMMISSIONER: All right. Abandonment of employment.

PN44

MS HUDSLEY: Thank you. My instructions are that when a person, a staff member, is advised of termination due to abandonment, if I can put it that way, that the date of the letter notifying that employment has ceased would be following a 10-day period in which the Vice Chancellor would write to the employee to notify that the employment would cease effective that day, and it would not be prior to the expiry of the 10 days.

PN45

THE COMMISSIONER: Right. So - - -

PN46

MS HUDSLEY: So in that sense we say it's not retrospective.

PN47

THE COMMISSIONER: You can give me some written submissions on that one. All right. Apprentices and trainees.

PN48

MS HUDSLEY: I am instructed that the university does not directly employ apprentices.

PN49

THE COMMISSIONER: And has no intention to do so?

PN50

MS HUDSLEY: I don't have instructions as to whether the university would intend to do so.

PN51

THE COMMISSIONER: If you want to give me an undertaking that the university will not employ trainees or apprentices during the period of operation of the agreement, that's one solution.

PN52

MS HUDSLEY: I don't - - -

PN53

THE COMMISSIONER: The alternative is I will need to be satisfied as to the fact that they meet the BOOT.

PN54

MS HUDSLEY: Thank you. I think my instructor would like to say something about level 1.1, Commissioner.

PN55

MS CREWS: Yes. Sorry. Jessica here from CDU. While we don't employ apprentices, we do employ or we do intend to employ trainees, and level 1.1 we've outlined on the salary scale that it is for trainees and our classification - - -

PN56

THE COMMISSIONER: Right. What page of the agreement was this, or clause number?

PN57

MS CREWS: Page 88, clause 85, at the bottom of the table it's prescribed that level 1, step 1, is for trainees. And then in the professional employee classifications it mentioned trainees.

PN58

THE COMMISSIONER: Hang on. Wait a second I'm just looking at page 85.

PN59

MS CREWS: Eighty-eight . Clause 85.

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THE COMMISSIONER: Sorry, what's the clause number again?

PN61

MS CREWS: Eight-five. Page 88.

PN62

THE COMMISSIONER: Thank you. Where on page 88 does I find the reference to trainees?

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MS CREWS: At the bottom of the scale there's an asterisk.

PN64

THE COMMISSIONER: So:

PN65

Level 1, step 1, is for trainees only.

PN66

All right. I'll get the agreements team to review whether or not that - is that the only reference to trainees?

PN67

MS CREWS: And there is some references within the professional employee level 1 and level 2 classification.

PN68

THE COMMISSIONER: What page is that on?

PN69

MS CREWS: That's page 96 and it's prescribed on page 94, sorry, at clause 90.1, cleaner, labourer or trainee, level 1, 2, 3.

PN70

THE COMMISSIONER: Right, 1, 2, 3. I'll get that reviewed and we'll see where we go to from there. Bear with me a second. Presumably the university is going to give me an undertaking in respect of apprentices, that they won't employ apprentices. And then trainees, I'll just get those checked. And Territory Facilities Maintenance employees?

PN71

MS HUDSLEY: Thank you, Commissioner. The university can confirm that the underlying award for these staff is the Broadcasting Recorded Entertainment and Cinemas Award 2020.

PN72

THE COMMISSIONER: Sorry, say that again? The Broadcast - - -

PN73

MR McALPINE: Commissioner - - -

PN74

MS HUDSLEY: Broadcasting Recorded Entertainment - - -

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THE COMMISSIONER: Wait a second. One at a time.

PN76

MS HUDSLEY: - - - and Cinemas Award 2020.

PN77

THE COMMISSIONER: Sorry, I still didn't get that. Broadcast Recorded?

PN78

MS HUDSLEY: Broadcasting - - -

PN79

THE COMMISSIONER: Yes, yes.

PN80

MS HUDSLEY: - - - Recorded Entertainment - - -

PN81

THE COMMISSIONER: Yes.

PN82

MS HUDSLEY: - - - and Cinemas Award 2020.

PN83

THE COMMISSIONER: Yes.

PN84

MS HUDSLEY: In relation to - - -

PN85

THE COMMISSIONER: You say that's the award that applies to Territory FM employees?

PN86

MS HUDSLEY: Yes. The university has reviewed the work that is done by those who are engaged as Territory FM employees.

PN87

THE COMMISSIONER: Right.

PN88

MS HUDSLEY: We can also advise, which we're happy to put in writing tomorrow, that Territory FM employees do not ordinarily perform work outside of the span of hours within the enterprise agreement. However - - -

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THE COMMISSIONER: But you'd be prepared to give an undertaking to that effect?

PN90

MS HUDSLEY: We would - those are my instructions to date.

PN91

THE COMMISSIONER: Yes.

PN92

MS HUDSLEY: We will put a written response to you tomorrow in respect of the Territory FM employees.

PN93

THE COMMISSIONER: Okay.

PN94

MR McALPINE: Commissioner - - -

PN95

THE COMMISSIONER: No, wait a second. We'll just do this one at a time.

PN96

MR McALPINE: Sorry, Commissioner.

PN97

THE COMMISSIONER: And I'll come back to the unions in a minute. Okay. Supported wage employees?

PN98

MS HUDSLEY: My instructions on that, Commissioner, are that supported wage employees would be paid as per the classification of work that they are engaged to perform. That is, that my understanding is the university is not seeking to rely upon support wages as such but would simply pay those eligible as they would pay any other employee.

PN99

THE COMMISSIONER: So are you going to give me an undertaking in that clause 20.1 of the agreement as it relates to supported wage employees will not be utilised during the period of the agreement?

PN100

MS HUDSLEY: My instructions are that supported wage employees will be paid as per the classification of work they're engaged to perform. It would flow from that that we would give that undertaking.

PN101

THE COMMISSIONER: Are there any other issues that the university wanted to raise with me before I hand over to the NTEIU?

PN102

MS HUDSLEY: No, thank you, Commissioner.

PN103

THE COMMISSIONER: Mr McAlpine.

PN104

MR McALPINE: Is this just in relation to those matters, Commissioner?

PN105

THE COMMISSIONER: No. Well, just let me direct traffic. So you told me in your form F18 that I shouldn't approve the agreement because the explanation of the agreement processes weren't appropriate. Is that correct?

PN106

MR McALPINE: Yes, there's two limbs to our submissions really. One is that we've raised a number of BOOT issues, and the second is the - - -

PN107

THE COMMISSIONER: Yes. Well, we'll deal with the BOOT issues in a minute.

PN108

MR McALPINE: Yes.

PN109

THE COMMISSIONER: So in relation to the process issues, as I understand it you say that the explanations provided by the university is not sufficient to meet the obligations?

PN110

MR McALPINE: Yes, we do. We say the explanations of the differences and effect between the agreement and the award were insufficient or non-existent in relation to - - -

PN111

THE COMMISSIONER: So this is a rollover agreement, is it not?

PN112

MR McALPINE: It is in large part, yes.

PN113

THE COMMISSIONER: Just so I can be quite clear, my review of the file is that there's some sales information, if I can call it that in terms of the university encouraging all of its people to vote based on the wage positives. And then there's some information provided which essentially appears to be to rebut your union's complaints in relation to the agreement. And then in addition to that there appears to be - there's a spreadsheet which compares the award and - or a range of awards and the enterprise agreement. Ms Hudsley, was that spreadsheet emailed to all employees?

PN114

MS HUDSLEY: I'll need to ask for instructions on that, Commissioner.

PN115

THE COMMISSIONER: You can get those instructions in a second.

PN116

MS HUDSLEY: The - - -

PN117

THE COMMISSIONER: Then, Mr McAlpine, as I understand it then there's a very pretty document of about 17 or so pages which goes through the agreement in chapter and verse. Do you say that when I look at all of those documents I still can't be satisfied that the agreement was explained appropriately to the employees?

PN118

MR McALPINE: That's right. Now, to be fair perhaps to the other side, I had no indication or understanding that that spreadsheet was provided to employees. I thought that was simply a supporting document.

PN119

THE COMMISSIONER: We don't know. We don't know at this stage whether or not it was provided to employees.

PN120

MR McALPINE: Yes.

PN121

THE COMMISSIONER: Are you aware of the document that I'm referring to, the pretty little document, 'Overview of the Proposed Enterprise Agreement'?

PN122

MR McALPINE: Yes.

PN123

THE COMMISSIONER: Yes, and you say that that document does not adequately explain the terms in effect?

PN124

MR McALPINE: Yes, in relation to those matters that we raised in relation to the BOOT, yes. We say it didn't adequately explain it.

PN125

THE COMMISSIONER: Do I need to set this matter down for hearing on that topic?

PN126

MR McALPINE: I don't know, Commissioner. We wouldn't want to particularly expand upon what we included in the F18.

PN127

THE COMMISSIONER: Right.

PN128

MR McALPINE: We wouldn't be bringing any evidence.

PN129

THE COMMISSIONER: All right.

PN130

MR McALPINE: So our view is - I suppose our view is premised upon the point that if you find that we're correct about a whole lot of our BOOT complaints and those are serious matters, then we are saying that those are things that should properly have been explained in the overview, and we think that the summation is not - - -

PN131

THE COMMISSIONER: The fact that something might not fix the BOOT - sorry, might not meet the BOOT, that's something that can be addressed by way of undertaking. The question about explanation is a different topic altogether.

PN132

MR McALPINE: No.

PN133

THE COMMISSIONER: Are you saying that I should review your comments and I should review the documentation provided by the university and any further submissions that they want to make, and then I should just reach my own conclusion without holding a hearing? Is that what you're suggesting?

PN134

MR McALPINE: The union would be satisfied with that course of action.

PN135

THE COMMISSIONER: I can do that. In relation to the BOOT issues, what were the BOOT issues that you wanted to raise?

PN136

MR McALPINE: Sorry, I'm just scrolling my document.

PN137

THE COMMISSIONER: I'm not sure, have I been provided with comprehensive calculations in relation to the BOOT issue?

PN138

MR McALPINE: Yes.

PN139

THE COMMISSIONER: Or do I just rely on the form F18?

PN140

MR McALPINE: The form F18 we think is sufficient. We - - -

PN141

THE COMMISSIONER: Let me just go down to the BOOT issues. Which is the first BOOT issue?

PN142

MR McALPINE: The issue in relation to clause 64.2 of the agreement and the termination provisions.

PN143

THE COMMISSIONER: How is that a BOOT issue?

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MR McALPINE: Because it provides employees of the rights they would have under the award.

PN145

THE COMMISSIONER: For what?

PN146

MR McALPINE: That's in comparison to - sorry?

PN147

THE COMMISSIONER: What does the award provide them with?

PN148

MR McALPINE: Because the award is silent on the question, the question of the grounds for termination of employment is not even something that is dealt with in the award, so the question arises - - -

PN149

THE COMMISSIONER: It's dealt with in the Act, though, isn't it?

PN150

MR McALPINE: Not as such. There's no provision in the Act that says an employee can be terminated for failing to meet their contractual obligations which, for example, could be a result of ill-health.

PN151

THE COMMISSIONER: What about the unfair dismissal provisions? And whilst we're talking about a person's health, what about the provisions essentially preventing someone from being dismissed due to temporary illness or injury as defined in the regulations?

PN152

MR McALPINE: Well, those operate in relation to three months. Up to three months, and there's a large number of employees employed on fixed term contracts at the university who have no access to the unfair dismissal jurisdiction. So this is power - - -

PN153

THE COMMISSIONER: I need to - - -

PN154

MR McALPINE: Yes.

PN155

THE COMMISSIONER: I need to tell you that I don't immediately understand how that's a BOOT issue.

PN156

MR McALPINE: Okay.

PN157

THE COMMISSIONER: But I can read your submissions and make a decision on it. But at this point I can't see how 64.2 raises any issue in relation to the BOOT. Obviously insofar as the dismissal by the vice chancellor might be an unfair dismissal, or be a reason that's prohibited in the general protections, or offends the other provisions of the Act, then there's remedies available to the employee. But I don't see how it's a BOOT issue.

PN158

MR McALPINE: The notice of termination by the employee is a longer period than provided for in the awards.

PN159

THE COMMISSIONER: Yes, yes, and how is that a disadvantage from a BOOT perspective?

PN160

MR McALPINE: It places the employee at peril of civil litigation constitution for failing to give the notice. If they don't give 40 days' notice as opposed to what's required under the law.

PN161

THE COMMISSIONER: Presumably there's a similar provision that applies to the university?

PN162

MR McALPINE: A similar - sorry, Commissioner?

PN163

THE COMMISSIONER: Is there a similar notice that applies to the university if they choose to dismiss?

PN164

MR McALPINE: Yes, there is.

PN165

THE COMMISSIONER: So one might argue that there's a longer period of leave time for a dismissal for both parties; and I suspect, and my experience in the education industry in South Australia is going to tell me, is that might be linked to the fact that, you know, the university has got certain terms or semesters and it's pretty hard getting people to come mid-semester. And so if the employee wants to leave then they need to give a longer period of notice, and conversely the university has to give a longer period of notice.

PN166

MR McALPINE: Look, to be fair - and perhaps the other side can look at this - I can't actually can't remember off the top of my head what the notice is by the university but I suspect you're right.

PN167

THE COMMISSIONER: It doesn't sound like it's a BOOT issue to me.

PN168

MR McALPINE: Okay.

PN169

THE COMMISSIONER: All right. Next.

PN170

MR McALPINE: Yes, the minimum term of engagement for casual general staff employees.

PN171

THE COMMISSIONER: Right.

PN172

MR McALPINE: And - - -

PN173

THE COMMISSIONER: So the award for general staff, is it an hour? Is it that low? No, sorry, certain persons have one hour and most have three.

PN174

MR McALPINE: That's right.

PN175

THE COMMISSIONER: All right.

PN176

MR McALPINE: There's an additional provision which covers people working from home, and that's not in the award, and that means that people who would otherwise under the award be entitled to three-hour minimum are entitled to only one hour.

PN177

THE COMMISSIONER: I'll hear from the university on that topic. Yes.

PN178

MR McALPINE: Similarly, there is a two-hour minimum. Under the Education Services Award, there's a two-hour minimum for casual teaching, whereas under the agreement, I think at clause 8.4 there's a one-hour minimum for work though not involving preparation, and that's set out at point 4.

PN179

THE COMMISSIONER: University can come back to me on that on. Notice of termination for redundancy.

PN180

MR McALPINE: Yes, yes. The academic award provides for a minimum six months' notice in the case of termination for redundancy or ill health, and that's not provided for. The notice of termination prescribed is between one and five weeks depending on age and service.

PN181

THE COMMISSIONER: I'll hear from the university on that one. All right. Deductions for overpayments.

PN182

MR McALPINE: Yes.

PN183

THE COMMISSIONER: Just bear with me a second. So do you say that the enterprise agreement has the effect of pre-authorising it from the employee's perspective?

PN184

MR McALPINE: Yes.

PN185

THE COMMISSIONER: Or does it require the employee to agree?

PN186

MR McALPINE: It says, 'The employee agrees', which - - -

PN187

THE COMMISSIONER: All right. Okay. Yes.

PN188

MR McALPINE: - - - to me reads that's the (indistinct).

PN189

THE COMMISSIONER: Yes. All right. That's probably a problem. Cashing out of annual leave?

PN190

MR McALPINE: Yes, cashing out of annual leave. The requirements in the award basically say - as I think in the NES say that you have to have a certain amount of leave left at the end of the cashing out, but I don't want to press that one. If you think that the university's catch-all clause about the NES is sufficient, then I think this really relates to the NES.

PN191

THE COMMISSIONER: I'd need to make a notation in the decision that insofar as the cashing out of leave provisions provide for a lesser amount than it's permissible under the Act. I'd then have to do it but I just need to see whether or not the Act gives the parties power to vary that minimum. I mean, an enterprise agreement, obviously the answer to that question is yes, then your point will fail. Okay. Long service leave.

PN192

MR McALPINE: The long-service leave, now, I must admit that I was defeated in my attempts to work out which documents were the NES for long-service leave. But there is the award which I think did apply, and that provides that an employee is entitled to take long-service leave at the time of their choosing provided they give six months' notice. Whereas I think the award says that all

taking of long-service leave is subject to the operational requirements of the university.

PN193

THE COMMISSIONER: Well, the university can tell me about the interaction between that provision and the underpinning provisions of the NES. So, nine, is that a re-run of the previous one, termination for failure to meet contractual obligations. Or is this something different?

PN194

MR McALPINE: No, and I apologise, Commissioner, that the heading is wrong. It's actually about again the issue of the academic award provides six months' notice for termination for redundancy in the case of continuing employees. And the category of employees for continuing employees are, in fact, a species of continuing employees and, therefore, the notice period in the agreement is less than that provided for in the award.

PN195

THE COMMISSIONER: Is that all of the issues that you wanted to raise with me in relation to the BOOT?

PN196

MR McALPINE: Yes, thank you, Commissioner.

PN197

THE COMMISSIONER: Are there any other issues that you wanted to raise in relation to the approval of the agreement?

PN198

MR McALPINE: No. Just to say that if all those and all the other issues that were raised need to be dealt with, we say that the Commission can at least consider whether those constitute a substantial change to the terms of the agreement and, therefore, their undertakings are appropriate.

PN199

THE COMMISSIONER: I wouldn't have thought so but, okay.

PN200

MR McALPINE: Very well.

PN201

THE COMMISSIONER: Just bear with me a second. Mr Barlow, are there any issues that you wanted to raise?

PN202

MR BARLOW: Thank you, Commissioner. Just two things. Firstly, we do support the NTEIU's submissions regarding this matter. And, secondly, more particularly, I just wanted to respond to one of the submissions put by the representative for the employer around facilities maintenance employees and the Broadcasting Recorded Entertainment and Cinemas Award.

PN203

THE COMMISSIONER: Yes.

PN204

MR BARLOW: Now, obviously this is an award that the CPSU have members covered by in the general television and radio network.

PN205

THE COMMISSIONER: Can I just stop you there? I'm just running out of time.

PN206

MR BARLOW: Yes.

PN207

THE COMMISSIONER: What do you say that the award that is used for the BOOT should be, if it's not the Broadcasting Recorded Entertainment and Cinemas Award?

PN208

MR BARLOW: It can't be because they're obviously in the higher education industry, not in the broadcasting industry.

PN209

THE COMMISSIONER: That's a question of fact.

PN210

MR BARLOW: Yes, thank you, Commissioner. I would say it would be the general award, but I also note the representative for the employee indicated that it was willing to give an undertaking around when the span of ordinary hours were worked, which may in fact resolve the issue about it - avoid the issue of award coverage.

PN211

THE COMMISSIONER: Right.

PN212

MS CREWS: I'm sorry, it's Jessica here from - - -

PN213

THE COMMISSIONER: Just wait. Wait. Wait. Wait, please. Okay. So I'm running out of time. In fact, I have run out of time. So this is the fast-forward. University to provide me with any undertakings that it seeks to propose and the information in relation to the casual numbers, and any of the other matters to which it wants to respond to, by close of business on Thursday this week. And then, Mr Barlow, if you want to provide me with any submissions then that's also the date for you. And it would appear that the parties are happy for me to determine the matter based on the submissions and undertakings that they provide, and my expectation at this point, unless it gets too complicated, would be that I would review the matter and make a decision by close of business on Friday. Does anyone have a view opposing that proposal? Ms Hudsley?

PN214

MS HUDSLEY: Commissioner, we would seek for us to have the opportunity to provide responses to the NTEIU's very detailed submissions on the F18, to the first working day of 2023. The university is actually closed from tomorrow, being the Wednesday the 20th, so until the 5 January.

PN215

THE COMMISSIONER: Right.

PN216

MS HUDSLEY: So the timetable as proposed would require a number of university staff to be working when they are on annual leave.

PN217

THE COMMISSIONER: I'll make it 6 January then. All right. So everybody is going to provide their submissions by 6 January and then I'll review it and I'll make my decision shortly thereafter. Okay.

PN218

MR BARLOW: Thank you.

PN219

THE COMMISSIONER: Does that work for you, Ms Hudsley?

PN220

MS HUDSLEY: Thank you.

PN221

THE COMMISSIONER: That work for you Mr McAlpine?

PN222

MR McALPINE: Provided we get a copy of those submissions, yes, thank you.

PN223

THE COMMISSIONER: Of course you will get a copy.

PN224

MR McALPINE: Yes. Yes.

PN225

THE COMMISSIONER: Mr Barlow, all right?

PN226

MR BARLOW: Yes.

PN227

THE COMMISSIONER: Thank you very much, parties. I'll close the conference.

PN228

MS HUDSLEY: Good morning. Thank you.

PN229

THE COMMISSIONER: Morning.

PN230

MR McALPINE: Thank you.

PN231

MS CREWS: Thank you.

ADJOURNED INDEFINITELY

[10.34 AM]