DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**Tasmania University Union Inc.**

(AG2020/974)

**TASMANIA UNIVERSITY UNION INC. & NTEU ENTERPRISE AGREEMENT 2017**

Educational services

**DEPUTY PRESIDENT YOUNG** MELBOURNE, 1 MAY 2020

Application for approval of the Tasmania University Union Inc. & NTEU Enterprise Agreement 2017.

[1] Tasmania University Union Inc. (the Employer) has made an application for approval of an enterprise agreement known as the *Tasmania University Union Inc. & NTEU Enterprise Agreement 2017* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] 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.

[5] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 1 May 2020 and, in accordance with s 54, will operate from 8 May 2020. The nominal expiry date of the Agreement is 31 December 2021.
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/974

Applicant:
Tasmanian University Union Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

1. I, Samantha Gorringe General Manager for Tasmanian University Union Inc give the following undertakings with respect to the ("the Agreement") Tasmanian University Union Inc.& NTEU Enterprise Agreement 2017

2. I have the authority given to me by to provide this undertaking in relation to the application before the Fair Work Commission.

3. Tasmanian University Union Inc. give an undertaking that shift workers will not be engaged under the above agreement.

4. The Higher Education Industry (General Staff) Award 2010 is incorporated into this Agreement, in so much as the award will prevail in matters where the TUU & NTEU Enterprise Agreement 2017 is silent or not as favourable.

5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: Samantha Gorringe
General Manager
Tasmanina Unveristy Union

Date: 30th April 2020
TASMANIA UNIVERSITY UNION
ENTERPRISE AGREEMENT 2017

Tasmania University Union Inc. (The Employer)

&

National Tertiary Education Industry Union (The Union)
1. **TITLE**

This agreement shall be referred to as “Tasmania University Union Inc. & NTEU Enterprise Agreement 2017”.

2. **ARRANGEMENT**

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3. SCOPE OF AGREEMENT AND PARTIES BOUND

This Agreement applies to all employees of the Tasmania University Union Inc. as specified in Clause 8 (Wage Rates).

This agreement is binding upon:

(a) The Tasmania University Union Inc.; and
(b) Employees of the Tasmania University Union; and
(c) The National Tertiary Education Industry Union (NTEIU).

This agreement is not binding upon;

(a) Persons holding roles for which an honorarium is provided rather than a salary.
4. RELATIONSHIP TO THE AWARD

In addition to this Enterprise Agreement, the National Employment Standards ("NES"), the Higher Education Industry (General Staff) Award 2010, Higher Education Industry (General Staff) Award 2020 or successors award (s) ("the Award"), as varied from time to time, provide for the minimum terms and conditions of employment and should be read and interpreted in conjunction with this Agreement.

Where there is conflict between the NES, Award and this Agreement, this Agreement will only prevail to the extent that it provides a greater benefit to the Employee.

5. TERM OF OPERATION

This agreement will operate from 7 days after its approval by the Fair Work Commission. The nominal expiry date of this Agreement will be 31 December 2021.

The Agreement will thereafter continue in operation in accordance with the Fair Work Act 2009 until replaced by a subsequent workplace agreement or cancelled in accordance with the Act.

Negotiations for a new agreement shall commence three months prior to the date of expiry of the agreement.

6. DEFINITIONS

<table>
<thead>
<tr>
<th>Appropriate Level of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>‘Appropriate level of training’ shall mean:-</td>
</tr>
<tr>
<td>Completion of a training course or tertiary qualification deemed suitable for the particular classification;</td>
</tr>
<tr>
<td>or,</td>
</tr>
<tr>
<td>that the employee’s skills have been assessed to be at least the equivalent of those attained through the course described above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Progression/promotion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will be on the basis of the duties carried out by the employee and having acquired the skill and competency outlined in the appropriate level of training and on being selected on merit when a position becomes available.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>‘Casual Employee’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Means a person engaged by the hour and paid on an hourly basis that includes a loading related to agreement based benefits for which a casual employee is not eligible.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“Employer”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Means The Tasmania University Union Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>‘Fixed-term employee’</th>
</tr>
</thead>
</table>
| Means an employee who is employed for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or instead
of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

‘Full-time employee’

Means an employee engaged to work on a full time basis for the normal weekly ordinary hours.

‘Immediate Family’

Immediate family of an employee means:

(a) A spouse or de facto partner of the opposite or same sex, who lives with the employee on a bona fide domestic basis; or

(b) A child, parent, grandparent, grandchild or sibling of the employee; or

(c) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

‘Misconduct’

Means conduct which is not Serious Misconduct as defined, but which is nonetheless conduct or behavior that is unsatisfactory or inappropriate.

‘PACCT Employee’

Means professional, administrative, clerical, computing and technical employees by whatever name called.

‘Part-time Employee’

Is one engaged to work regularly for fewer hours per day or week than those prescribed for full-time employees.

‘Shift Worker’

Is one who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day, seven days a week.

‘Union’

For the purpose of this Agreement shall mean the National Tertiary Education Industry Union.

‘Rostered Day Off’

For the purposes of this award, a rostered day off (RDO) shall be considered to be any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered on for duty.

‘Serious Misconduct’

Means (as defined by the Fair Work Regulations 2009):

(a) wilful or deliberate behavior by an employee that is inconsistent with the continuation of the contract of employment; and

(b) conduct that causes serious and imminent risk to:
   i. the health and safety of a person; or
   ii. the reputation, viability or profitability of the employer's business.

The Regulations also list the following conduct as being deemed Serious Misconduct:
(a) the employee, in the course of the employee's employment, engages in theft, fraud or assault;
(b) the employee being intoxicated at work;
(c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Serious Misconduct includes repeated instances of wilful or deliberate related Misconduct.

'Spread of hours'

Means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.

7. SALARIES AND WAGE INCREASES

(a) The employer will increase salaries and wages from the first full pay period on or after 1 July each year in accordance with the following table.

<table>
<thead>
<tr>
<th>Year</th>
<th>Salary increase amount</th>
<th>Increase applicable from the beginning of the first full pay period on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>4.0%</td>
<td>1 July 2017</td>
</tr>
<tr>
<td>2018</td>
<td>4.0%</td>
<td>1 July 2018</td>
</tr>
<tr>
<td>2019</td>
<td>4.0%</td>
<td>1 July 2019</td>
</tr>
<tr>
<td>2020</td>
<td>4.0%</td>
<td>1 July 2020</td>
</tr>
<tr>
<td>2021</td>
<td>4.0%</td>
<td>1 July 2021</td>
</tr>
</tbody>
</table>

(b) The employer has paid the annual Fair Work Commission (FWC) minimum wage indexation for 2017, 2018 and 2019 prior to approval of this Agreement by FWC. Backpay for 2017, 2018 and 2019 in accordance with the following table will be paid upon the lodging of this Agreement with FWC.

<table>
<thead>
<tr>
<th>Year</th>
<th>FWC Wage Indexation Paid</th>
<th>Backpay Owing</th>
<th>Backpay applicable from the beginning of the first full pay period on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>3.3%</td>
<td>0.7%</td>
<td>1 July 2017</td>
</tr>
<tr>
<td>2018</td>
<td>3.5%</td>
<td>0.5%</td>
<td>1 July 2018</td>
</tr>
<tr>
<td>2019</td>
<td>3.0%</td>
<td>1.0%</td>
<td>1 July 2019</td>
</tr>
</tbody>
</table>

(c) All employees covered by this Agreement shall be entitled to the salary and wage increases in clause (a), with the exception of employees whose salary and wages at that time are equal to or higher than those set out in the applicable award and who may be under a "Performance Improvement Process" as set out in Clause 39(c)(v) (Performance Improvement), or sanctions included in Clauses 33(b)(iv) and 33(c)(vii) (Misconduct and Serious Misconduct) of this Agreement.

(d) Nothing in this agreement requires the employer to increase salaries and wages for employees who are paid at rates in excess of those rates set out in this Agreement.

(e) No employee shall have entitlements or wage rates reduced as a result of the implementation of this Agreement.
**8. WAGE RATES**

These wage rates are effective from the first full pay period on or after 1 July each year and any applicable backpay will be paid in accordance with Clause 7 (Salaries and Wage Increases).

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade and Incremental Step</th>
<th>From 1 July 2017</th>
<th>From 1 July 2018</th>
<th>From 1 July 2019</th>
<th>From 1 July 2020</th>
<th>From 1 July 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEW 1</td>
<td>HEW Level 1.1</td>
<td>41,480</td>
<td>43,140</td>
<td>44,865</td>
<td>46,660</td>
<td>48,526</td>
</tr>
<tr>
<td></td>
<td>HEW Level 1.2</td>
<td>42,132</td>
<td>43,817</td>
<td>45,570</td>
<td>47,392</td>
<td>49,288</td>
</tr>
<tr>
<td></td>
<td>HEW Level 1.3</td>
<td>42,783</td>
<td>44,494</td>
<td>46,274</td>
<td>48,125</td>
<td>50,050</td>
</tr>
<tr>
<td>HEW 2</td>
<td>HEW Level 2.1</td>
<td>43,564</td>
<td>45,307</td>
<td>47,119</td>
<td>49,004</td>
<td>50,964</td>
</tr>
<tr>
<td></td>
<td>HEW Level 2.2</td>
<td>44,216</td>
<td>45,984</td>
<td>47,824</td>
<td>49,737</td>
<td>51,726</td>
</tr>
<tr>
<td>HEW 3</td>
<td>HEW Level 3.1</td>
<td>45,134</td>
<td>46,939</td>
<td>48,817</td>
<td>50,769</td>
<td>52,800</td>
</tr>
<tr>
<td></td>
<td>HEW Level 3.2</td>
<td>45,915</td>
<td>47,752</td>
<td>49,662</td>
<td>51,649</td>
<td>53,715</td>
</tr>
<tr>
<td></td>
<td>HEW Level 3.3</td>
<td>46,697</td>
<td>48,565</td>
<td>50,507</td>
<td>52,528</td>
<td>54,629</td>
</tr>
<tr>
<td></td>
<td>HEW Level 3.4</td>
<td>47,478</td>
<td>49,378</td>
<td>51,353</td>
<td>53,407</td>
<td>55,543</td>
</tr>
<tr>
<td></td>
<td>HEW Level 3.5</td>
<td>48,124</td>
<td>50,049</td>
<td>52,051</td>
<td>54,133</td>
<td>56,299</td>
</tr>
<tr>
<td>HEW 4</td>
<td>HEW Level 4.1</td>
<td>49,166</td>
<td>51,133</td>
<td>53,178</td>
<td>55,306</td>
<td>57,518</td>
</tr>
<tr>
<td></td>
<td>HEW Level 4.2</td>
<td>50,078</td>
<td>52,081</td>
<td>54,165</td>
<td>56,331</td>
<td>58,584</td>
</tr>
<tr>
<td></td>
<td>HEW Level 4.3</td>
<td>50,990</td>
<td>53,030</td>
<td>55,151</td>
<td>57,357</td>
<td>59,651</td>
</tr>
<tr>
<td>HEW 5</td>
<td>HEW Level 5.1</td>
<td>51,691</td>
<td>53,759</td>
<td>55,909</td>
<td>58,145</td>
<td>60,471</td>
</tr>
<tr>
<td></td>
<td>HEW Level 5.2</td>
<td>52,759</td>
<td>54,869</td>
<td>57,064</td>
<td>59,347</td>
<td>61,721</td>
</tr>
<tr>
<td></td>
<td>HEW Level 5.3</td>
<td>53,460</td>
<td>55,598</td>
<td>57,822</td>
<td>60,135</td>
<td>62,541</td>
</tr>
<tr>
<td></td>
<td>HEW Level 5.4</td>
<td>54,528</td>
<td>56,709</td>
<td>58,978</td>
<td>61,337</td>
<td>63,790</td>
</tr>
<tr>
<td></td>
<td>HEW Level 5.5</td>
<td>55,596</td>
<td>57,820</td>
<td>60,133</td>
<td>62,538</td>
<td>65,040</td>
</tr>
<tr>
<td>HEW 6</td>
<td>HEW Level 6.1</td>
<td>56,925</td>
<td>59,202</td>
<td>61,570</td>
<td>64,033</td>
<td>66,594</td>
</tr>
<tr>
<td></td>
<td>HEW Level 6.2</td>
<td>57,993</td>
<td>60,312</td>
<td>62,725</td>
<td>65,234</td>
<td>67,843</td>
</tr>
<tr>
<td></td>
<td>HEW Level 6.3</td>
<td>58,925</td>
<td>61,282</td>
<td>63,734</td>
<td>66,283</td>
<td>68,934</td>
</tr>
<tr>
<td></td>
<td>HEW Level 6.4</td>
<td>59,993</td>
<td>62,393</td>
<td>64,889</td>
<td>67,484</td>
<td>70,184</td>
</tr>
<tr>
<td>HEW 7</td>
<td>HEW Level 7.1</td>
<td>61,211</td>
<td>63,660</td>
<td>66,206</td>
<td>68,854</td>
<td>71,609</td>
</tr>
<tr>
<td></td>
<td>HEW Level 7.2</td>
<td>62,514</td>
<td>65,014</td>
<td>67,615</td>
<td>70,319</td>
<td>73,132</td>
</tr>
</tbody>
</table>
HEW Level 7.3 | 63,816 | 66,369 | 69,024 | 71,785 | 74,656
---|---|---|---|---|---
HEW Level 7.4 | 65,119 | 67,724 | 70,432 | 73,250 | 76,180
HEW 8
HEW Level 8.1 | 66,682 | 69,349 | 72,123 | 75,008 | 78,008
HEW Level 8.2 | 68,766 | 71,516 | 74,377 | 77,352 | 80,446
HEW Level 8.3 | 70,850 | 73,684 | 76,631 | 79,696 | 82,884
HEW Level 8.4 | 72,934 | 75,851 | 78,885 | 82,041 | 85,322
HEW 9
HEW Level 9.1 | 75,148 | 78,154 | 81,280 | 84,531 | 87,913
HEW Level 9.2 | 77,232 | 80,321 | 83,534 | 86,876 | 90,351
HEW Level 9.3 | 79,316 | 82,489 | 85,788 | 89,220 | 92,789
HEW 10
HEW Level 10.1 | 79,446 | 82,624 | 85,929 | 89,366 | 92,941

Junior employees

Juniors are to be paid at the following percentages of the appropriate adult rate for the position performed. This clause does not apply to employees who are required to hold a trade qualification or to employees employed in a position classified higher than HEW 3.

<table>
<thead>
<tr>
<th>Age</th>
<th>% of adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16</td>
<td>36.8</td>
</tr>
<tr>
<td>At 16 years</td>
<td>47.3</td>
</tr>
<tr>
<td>At 17 years</td>
<td>57.8</td>
</tr>
<tr>
<td>At 18 years</td>
<td>68.3</td>
</tr>
<tr>
<td>At 19 years</td>
<td>82.5</td>
</tr>
<tr>
<td>At 20 years</td>
<td>97.7</td>
</tr>
</tbody>
</table>

9. CLASSIFICATIONS

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.

**Certificates I and II**

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

**Certificate III**

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

**Certificate IV**

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

**Diploma**

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

**Advanced diploma**

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

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

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

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

**Definition 3: Classification dimensions**

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

**Occupational equivalent**
Examples of occupations typically falling within each classification level.

**Level of supervision**
This dimension covers both the way in which 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 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.

**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' 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.

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.

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
- 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.

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.

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.

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**
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.

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.
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
treatment 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.

**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.

** 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.

**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.

**10. ANNUAL LEAVE**

(a) Period of Leave

For each year of service with the employer, an employee is entitled to:
i. 4 weeks of paid annual leave; or

ii. 5 weeks of paid annual leave if an employee is classified as a shift worker.

Employees under this agreement are not defined as shift workers for the purposes of the NES and the Award, and therefore will be entitled to period of leave as per sub-clause (a)(i) herein.

Such leave shall be inclusive of the days the employer is closed during the period commencing on Christmas Eve and ending the day after New Year’s Day, unless this Agreement provides for the days during this period to be ex-gratia ‘paid leave days’. Should an employee be required to work on a normal working day between Christmas Day and New Year’s Day, the day(s) shall be re-credited as annual leave provided they were originally included as annual leave days for the employee.

An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year.

By arrangement between the employee and the employer annual leave may be taken on more than one period.

(b) Leave to be given and taken

i. Paid annual leave may be taken for a period agreed between the employer and the employee.

ii. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave, but the employer may refuse a request based on reasonable business grounds.

iii. To prevent excessive accrual of annual leave, the employer may require an employee to take up to 20 days (or FTE no. of days) paid annual leave if the employee’s accrued annual leave exceeds 30 days (or FTE no. of days), at a time agreed between the employer and the employee.

The annual leave provided for by this clause shall be allowed and shall be taken, except as provided for in sub-clause (c) of this clause, payment in lieu of annual leave shall only be made in accordance with Clause 12 (Cashing Out of Annual Leave).

(c) Proportionate Leave on Termination of Service

Where an employee on weekly hiring is engaged for a period of less than 12 months or whose employment is terminated within the period by the employer through no fault of the employee, or the employee lawfully leaves the employment, the employee shall be paid twelve and two thirds hours at ordinary wage rates for each completed month of continuous service.

(d) Annual Leave Exclusive of Public Holidays

The annual leave prescribed by this clause shall be exclusive of any of the holidays mentioned in Clause 27 (Holidays with Pay) hereof and if any such holiday falls within the period of an employee’s annual leave another day or days shall be added to that leave for each such holiday so falling.

Where the holiday falls as aforesaid and the employee fails without reasonable cause, to attend for work at the ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for any such holiday.
(e) Calculation of Service

Where an employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer’s predecessor at the time when the employer became such successor or assignee or transmittee, the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

(f) Payment of Wages Including Leave Loading

i. All employees, other than casuals, before going on annual leave, may request in writing to the employer at least one week before such leave is to commence, to be paid in advance the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. Should this request not be made, employees shall be paid the amount of wages they would have received had they not been on leave.

ii. Employees will be paid leave loading of 17.5% of the relevant rate at the end of November in each year of employment provided the employee has completed 12 months service.

iii. A part time employee employed under the provisions of this Agreement must be paid for their normal ordinary FTE hours worked prescribed for the class of work performed and, where it applies, any penalty rate as prescribed in Clause 35 (Overtime and Penalty Rates).

iv. To avoid doubt, ordinary hours do not include overtime, annual leave or period of stand down.

(g) Purchased Annual Leave

i. An employee may request, and the employer may agree after considering operational needs, to enter into a purchased annual leave arrangement for up to 20 days (or FTE no. of days) of additional annual leave to be taken at a time mutually agreed between the employer and employee, provided that the employee’s total amount of annual leave after the purchase does not exceed 30 days (or FTE no. of days) as per clause 11(b)(iii).

ii. An employee must agree to proportionally reduce their annual salary over a 12 month period ending on the last day of the calendar year, to pay for the purchase annual leave.

iii. Any leave payable to an employee who has entered into a purchased annual leave arrangement will be paid at the employee’s reduced salary rate. Overtime will be paid at a rate equivalent to the employee’s full-time salary, had they not entered into the purchased annual leave arrangement.

iv. Purchased annual leave must be taken in accordance with the Annual Leave provisions of this Agreement, except for the amount of payment for leave which is paid at the employee’s reduced salary rate calculated to pay for the purchased annual leave for the duration of the agreement.

v. Where an employee enters into a purchased annual leave arrangement at the beginning of the calendar year, this arrangement will continue for a period of 12 months (or pro rata period for employees appointed during the year) to the end of the calendar year and the number of days of additional annual leave purchased cannot be varied during this time. At the end of the calendar year when the purchased annual leave is fully paid for, the
arrangement will cease and any employee seeking to continue this arrangement must submit a new request to do so.

11. ANNUAL SALARY

(a) As an alternative to being paid by the week according the Clause 8 (Wage Rates), by agreement between the employer and the employee, an employee can be paid at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in Clause 8 (Wage Rates) times 52 for the work being performed. In such cases, there is no requirement under Clause 35 (Overtime and Penalty Rates) to pay overtime and penalty rates in addition to the weekly Agreement wage, provided that the salary paid over a year is sufficient to cover what the employee would have been entitled to if all Agreement overtime and penalty rate payment obligations has been complied with.

Provided that in the event of termination of employment prior to completion of a year, the salary paid during such period of employment shall be sufficient to cover what the employee would have been entitled to if all Agreement overtime and penalty rate payment obligations had been complied with.

(b) An employee being paid according to sub-clause (a) herein shall be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee shall be entitled to a day off in lieu or a day added to annual leave entitlement.

(c) Where payment in accordance with sub-clause (a) herein is adopted, the employer shall keep a daily record of the hours worked by an employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned by the employee and shall be kept at the place of employment for a period of at least six years.

(d) On the anniversary date of an employee being paid under this clause, the employer and employee shall reconcile the hours worked, as set out in sub-clause (c) herein, with the terms of this Agreement to ensure that the employee has received no less salary than that set out in sub-clause (a) above and if the employee has received less, the employer will pay the difference to the employee in the employee's next pay.

(e) Either party may terminate any agreement made under this clause on the giving of four (4) weeks' notice to the other party and in such an event, the employee will revert to overtime, penalty rates and other allowances being paid as attracted.

(f) The employment package will be reconciled against the relevant award every 12 months to ensure there is no disadvantage over the 12 month period.

12. CASHING OUT OF ANNUAL LEAVE

To prevent excessive accrual of Annual Leave, an employee may request that their annual leave be cashed out. The following criteria applies to the cashing out of annual leave:

(a) The accrued annual leave entitlement remaining is not less than 4 weeks (pro rata if applicable to part time employees).

(b) The employee has taken three weeks annual leave in the previous twelve months.
13. CASUAL EMPLOYEES

(a) Casual employment means a person engaged by the hour and paid on an hourly basis that includes a loading related to agreement based benefits for which a casual employee is not eligible. The casual loading will be 25%. Work performed by casual employees on Saturdays, Sundays and public holidays shall be subject to the same penalty rates as apply to full-time and part-time employees except that the loading will not also apply (with the overtime penalties therefore being applied to the unloaded rates).

(b) ‘Engagement’ for the purpose of the definition of a casual employee under the Agreement shall be deemed to mean the period or periods for which the employer requires the employee to attend on any one day. Provided that each period of engagement shall stand alone and shall be treated as an engagement of not less than 3 hours and paid for as such, except for casual employees who:-

i. Are students (including postgraduate students) who are expected to attend the university on that day in their capacity as students will have a minimum engagement period of one hour; or

ii. Request an engagement of less than 3 hours in order to meet their personal circumstances, and request an individual flexibility arrangement as per Clause 29 (Individual Flexibility Arrangement) with the employer.

Conversion to full-time or regular part-time employment

(a) This clause only applies to a regular casual employee.

(b) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months.

(c) A regular casual employee who has been engaged by the employer for at least twelve months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.

i. An employee who has worked at the rate of an average of the ordinary weekly hours for that category of employee as per Clause 28 (Hours of Work), or more hours a week in the period of twelve months casual employment may elect to have his or her employment converted to full-time employment.

ii. An employee who has worked at the rate of an average less than the ordinary weekly hours for that category of employee as per Clause 28 (Hours of Work) hours a week in the period of twelve months casual employment may elect to have his or her employment converted to regular part-time employment.

iii. Where a casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:

- the size and needs of the workplace or enterprise;
- the nature of the work the employee has been doing;
- the qualifications, skills, and training of the employee;
• the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
• the employee's personal circumstances, including any family responsibilities; and
• Any other relevant matter.

(d) Where it is agreed that a casual employee will have his or her employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
   i. To which form of employment the employee will convert - that is, full-time or regular part-time employment; and
   ii. If it is agreed that the employee will become a regular part-time employee, the matters referred to in Clause 37 (Part-time Employees) of this Agreement apply.

(e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.

(f) Once a casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Agreement.

(h) Nothing in this clause obliges a casual employee to convert to full time or regular part-time employment, nor permits an employer to require a casual employee to so convert.

(i) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full time or regular part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.

(j) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full time or regular part-time employment.

(k) Any dispute about a refusal of an election to employment or about the matters referred to in this clause must be dealt with in accordance with the provisions of Clause 22 (Dispute Resolution).

14. CHANGE ROOM, TOILET ACCOMMODATION AND FIRST AID EQUIPMENT

Provision of the above facilities shall be in accordance with those prescribed in the Tasmanian Work Health and Safety Regulations 2012 as outlined in the link below.


15. CHRISTMAS CLOSE DOWN PERIOD

(a) Half Day Christmas Close Down
   Employees will finish work at 12.30 p.m. on the last working day before the Christmas closedown, and will be paid for their normal working hours on that day.

(b) Christmas Close Down Period (Grace Days)
The three working days occurring during the period that the TUU is closed between 25 December in one year and 1 January in the following year shall be provided as ex gratia ‘paid leave days’ to employees who are not required to work on those days, subject to the following:

i. this provision shall only apply from the date this Agreement is lodged with FWC until the Nominal Expiry Date of this Agreement;

ii. the ex-gratia days do not accrue from year to year; and

iii. an employee required to work on one or more of the normal working days outlined above is not entitled to accrue time-off in lieu or receive overtime payments.

16. CLEANERS - ALLOWANCES

(a) Employees engaged for 33 1/3 per cent or more of their time cleaning toilets shall be paid an additional $30.90 per week. This payment shall also be made where cleaners perform duties inconsistent with normal duties.

(b) Employees engaged in steam cleaning buildings or in steam cleaning carpets shall be paid an allowance of $0.51 for each hour or part of an hour engaged.

17. COMMUNITY SERVICES LEAVE

Employees shall have an entitlement to take community service leave as per the NES. Such leave includes jury service (including attendance for jury selection), participation in a voluntary emergency management activity dealing with an emergency or natural disaster.

The period of community service leave will be agreed in writing between the employer and employee and may encompass:

(a) time when the employee engages in the activity;

(b) reasonable travelling time associated with the activity; and

(c) reasonable rest time immediately following the activity,

provided that an employee’s absence due to participation in a voluntary emergency management activity is reasonable in all the circumstances, and notice and evidence requirements under the NES are complied with.

Community service leave as agreed shall be on full pay up to a maximum of 10 days for jury service, and 5 days for voluntary emergency management activity.

18. COMPASSIONATE LEAVE

An employee is entitled to 2 days of compassionate leave for each permissible occasion when a member of the employee’s immediate family or a member of the employee’s household:

(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 (in which case the entitlement shall be a total of 3 days compassionate leave).
An employee is entitled to a total of 5 days compassionate leave on the death of a partner or child who is a member of the employee's immediate family.

An employee shall on the death of a close friend be entitled to, upon application being made to and approved by the employer, a maximum of 3 days compassionate leave up to and including the day of the funeral of such close friend.

Additional paid or unpaid leave may be granted in extenuating circumstances. The employer will not unreasonably refuse to grant any other accrued leave entitlement if requested by the employee to be taken in conjunction with the approved compassionate leave.

Proof of such death, illness or injury and close relationship shall be furnished by the employee to the employer as is reasonable in the circumstances.

Compassionate leave may also be approved in substitution for annual leave or long service leave already approved. The period approved as compassionate leave will be re-credited to the employee's annual leave or long service leave balance.

19. CONSULTATION

(a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, or proposes to introduce a change to the regular roster or ordinary hours of work of employees, the employer must notify the relevant employee/s of the decision to introduce major change.

(b) The relevant employee/s may appoint a nominated representative for the purposes of consultation. If the relevant employee/s advise the employer of the identity of the nominated representative, the employer must recognise the nominated representative.

(c) Major change is likely to have a significant effect on employees if it results in:
   • the termination of employment of employees; or
   • major changes in the composition, operation or size of the employer's workforce or in the skills required of employees; or
   • the elimination or diminution of job opportunities, promotion opportunities or job tenure; or
   • the alteration of hours of work; or
   • the need to retrain employees; or
   • the need to transfer employees to other work or locations; or
   • the restructuring of jobs;
provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(d) The employer will discuss with the employees affected, and their nominated representative if appointed:
   • the introduction of the significant changes;
   • the effects the changes are likely to have on employees;
   • measures the employer is taking to avoid or mitigate the adverse effects of such changes on employees;
and will give prompt and genuine consideration to matters raised by the relevant employees and/or their nominated representatives in relation to the change.
The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in this clause.

(e) For the purposes of such discussions, the employer will provide in writing to the employees concerned, and their nominated representative if appointed, all relevant information about the changes including the nature of the changes proposed, and the expected effects of the changes on employees and any other matters likely to affect employees. The employer will not be required to disclose confidential or commercially sensitive information, the disclosure of which would be inimical to TUU’s interests.

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

20. CONSULTATIVE COMMITTEE

A Staffing and Implementation Committee shall exist to ensure the proper maintenance and implementation of the agreement. It also aims to ensure that staffing matters and issues arising from the interpretation of this agreement are dealt with in a fair and consistent manner through a proper process of consultation with members of staff as appropriate.

The Consultative Committee will investigate means to encourage continuous improvement in productivity and efficiency, and rewards employee innovation and commitment.

The Staffing and Implementation Committee (SAIC) shall be consulted by management in regard to the following matters:

(a) Renegotiation of the Enterprise Agreement;

(b) Matters affecting the efficiency and productivity of the employer, and job security and career progression of employees; and

(c) Other matters arising under the Enterprise Agreement where appropriate.

21. CONTRACT OF EMPLOYMENT

Recognition of Rights:

(a) The employer recognises the rights of its employees to choose to be members or not to be members of a union, and for its employees to be represented by a representative of their choice.

(b) The employer recognises the rights of all employees to be consulted on matters which directly affect them in their employment.
Employment obligations:

To affect an efficient smooth operation, all employees have employment obligations both to the employer and their fellow employees. It is a term and condition of employment that each employee shall as required, carry out such duties as are within the limits of the employee's skill, competence and training and which the employee can be reasonably required to perform.

22. DISPUTE RESOLUTION

The objective of the following procedures shall be to promote the equitable resolution of disputes or grievances by measures based on consultation, mediation and discussion, and where possible to avoid interruption to the performance of work.

Disputes or grievances shall be dealt with in accordance with the principles of procedural fairness, and all parties will act in good faith to try to resolve the dispute or grievance in a timely manner.

Disputes or grievances between employees, or between the employer and an employee, shall be settled in accordance with the procedures set out below:

(a) Any grievance, claim or dispute which arises shall, where possible, be settled by discussion on the job between the employee and supervisor.

(b) If the matter is not resolved in accordance with clause 22 (a) above, then further discussions between the affected employee/s, and if requested by the employee a union delegate or other nominated representative, and the supervisor (or where this is not appropriate, with the General Manager) will be held within a period of ten (10) working days where possible, otherwise as soon as practicable following the request being made.

(c) If the matter is not resolved in accordance clause 24 (b) above, then further discussions between the affected employee/s, and if requested by the employee a union delegate or other nominated representative, and the employer (i.e. General Manager in the first instance, or where this is not appropriate, with the Board) will be held within a period of ten (10) working days where possible, otherwise as soon as practicable following the request being made.

(d) If the matter is not resolved under the above procedure, it shall be referred to the Fair Work Commission (FWC) who may deal with the dispute in two (2) stages:

- The FWC will first attempt to resolve the dispute as it considers appropriate including by mediation, conciliation, expressing an opinion or making a recommendation; and
- If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  (i) arbitrate the dispute; and
  (ii) make a determination that is binding on the parties.

(e) Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties agree to be bound by any recommendation. If the employer is the party who is referring any unresolved dispute to
a person or body other than the FWC, they must provide a copy of this clause to the employee/s prior to the referral occurring.

(f) While the parties are trying to resolve the dispute using the procedures in this clause:
   • An employee must continue to perform their work as they would normally do, unless they have a reasonable concern about an imminent risk to their health or safety.
   • Where it is agreed that there is an existing custom, work shall continue in accordance with that custom, but in other cases the work shall continue in accordance with the direction of the employer.
   • An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace unless:
     (i) the work is not safe; or
     (ii) applicable work health and safety legislation would not permit the work to be performed; or
     (iii) the work is not appropriate for the employee to perform; or
     (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(g) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

23. EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, the employer will provide employees with access to a professional, independent and confidential Employee Assistance Program (EAP) at no cost to the employee.

Employee are entitled to three (3) free visits per calendar year in relation to any matter, whilst further visits may be approved by the employer.

24. FAMILY AND DOMESTIC VIOLENCE LEAVE

(a) General Principles

The employer recognises that employees sometimes experience family and domestic violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing confidential workplace support to employees in these circumstances.

(b) Definition of Family and Domestic Violence

Family and domestic violence for the purpose of this clause is defined as violent, threatening or other behavior by an immediate family member against the employee. This may include physical, sexual, financial, verbal or emotional abuse, that is coercive and controlling behavior to limit, direct and/or shape a person’s thoughts, feelings and actions, or causes the person to be fearful.

(c) Access to Leave Entitlements

i. An employee experiencing family and domestic violence may access up to five (5) days per calendar year (based on the employee’s normal ordinary FTE hours worked) of paid
family and domestic violence leave. The purpose of this leave is to enable employees to deal with the impact of family and domestic violence. For example, this may include attending medical appointments, legal proceedings, and other activities associated with the experience of family and domestic violence.

ii. This leave may be taken as consecutive or single days, or as a fraction of a day.

iii. This leave is not cumulative from calendar year to calendar year, and any unused leave will not be paid out on termination of employment.

iv. The employer would not unreasonably refuse an application by an employee who is experiencing family and domestic violence, to access other leave entitlements or to take leave without pay to deal with issues associated with the experience of family and domestic violence.

(d) Notice and Evidentiary Requirements

The employee shall give their employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause (c)(i) above. This evidence may include a document issued by a registered medical practitioner, the police, a court, a lawyer, a family violence support service, or a statutory declaration.

(e) Individual Support

In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will consider any reasonable request from an employee experiencing family and domestic violence for:

i. temporary changes to hours of work;

ii. temporary changes to duties;

iii. relocation to suitable employment within the workplace where it is considered necessary and is available;

iv. changes to telephone numbers or email addresses; or

v. other temporary flexible working arrangements.

An employee that discloses to their supervisor that they are experiencing family and domestic violence will be referred to external domestic violence support services.

25. FIRST AID ALLOWANCE

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance of $12.10 if he/she is appointed by the employer to perform first aid duty.
26. FRIDAY CLOSE

Staff may finish work at 4pm on Fridays provided they have worked the minimum ordinary weekly hours without incurring any overtime at penalty rates to satisfy the minimum weekly hour’s requirement.

27. HOLIDAYS WITH PAY

All employees (other than casual employees) shall be allowed the following days as paid holidays:

(a) New Year’s Day (1 January), unless that day falls on a Saturday or Sunday, in which case the Monday following New Year’s Day;
(b) Australia Day (26 January), unless that day falls on a Saturday or Sunday, in which case the following Monday;
(c) Hobart Regatta Day (South of and including Oatlands);
(d) The second Monday in March, known as Eight Hours Day or Labour Day;
(e) Good Friday;
(f) Easter Monday;
(g) Easter Tuesday;
(h) Anzac Day (25 April – if it falls on Monday - Friday);
(i) Queen’s Birthday;
(j) Show Day (which is observed in the local area);
(k) Christmas Day (25 December), unless that day falls on a Saturday or Sunday, in which case –
   i. the Monday following Christmas Day, if that day falls on a Saturday; or
   ii. the Tuesday following Christmas Day, if that day falls on a Sunday;
(l) Boxing Day (26 December), unless that day falls on a Saturday or Sunday, in which case –
   i. the Monday following Boxing Day, if that day falls on a Saturday; or
   ii. the Tuesday following Boxing Day, if that day falls on a Sunday.
(m) Recreation Day (North of Oatlands)

The employer shall observe public holidays which are officially proclaimed under the Statutory Holidays Act 2000, and applicable to all employees without exception.

Payment for the holidays mentioned which are taken and not worked, shall be at the normal rate of pay which would have applied, when if it were not for such holiday, the employee had been at work.

Payment to an employee for work performed on holidays shall be at the rates prescribed elsewhere in this Agreement.

“Show Day” means not more than one local show day on an employee’s ordinary working day, other than a Saturday or Sunday in the city, town or district in which the employee is employed, or such other day which in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 12 paid holidays per year.

“Recreation Day” means the holiday in all parts of Tasmania in which a statutory holiday is not observed for the Royal Hobart Regatta.

The employer may by agreement with the employee work that employee on any public holiday prescribed in this clause provided that an agreed substitute day off is provided at the penalty equivalent. The substitute time shall by agreement between the employer and employee be taken either within 28 days of the entitlement being accrued or as an addition to annual leave.
28. HOURS OF WORK

Ordinary hours may be worked in a manner agreed between the employer and an employee over a four week cycle.

(a) The hours of work of all full-time employees shall be an average of the ordinary hours per week below, within the spread of hours below:

<table>
<thead>
<tr>
<th>Category of staff employees</th>
<th>Ordinary hours</th>
<th>Spread of hours (non shift workers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PACCT staff</td>
<td>36.75</td>
<td>8.00 am – 6.00 pm</td>
</tr>
<tr>
<td>Building and maintenance</td>
<td>38</td>
<td>6.00 am – 6.00 pm</td>
</tr>
<tr>
<td>Other staff</td>
<td>38</td>
<td>As per the Award</td>
</tr>
</tbody>
</table>

(b) The ordinary hours per week shall be worked on one of the following basis as agreed between the employer and employee:

PACCT Staff:

i. seven (7) hours twenty-one (21) minutes per day; or
ii. eight (8) hours per day on four (4) days and four (4) hours forty five (45) minutes on one (1) day; or

Other Staff:

i. seven (7) hours thirty-six (36) minutes per day, or
ii. eight (8) hours per day on four (4) days and six (6) hours on one (1) day.

(c) Employees shall be entitled to a week’s wage in accordance with Clause 8 (Wage Rates) of this agreement for each working week.

(d) Each employee shall be entitled to 2 full days off each week.

(e) Part-time employees shall receive the relevant fraction of a full-time salary and the relevant fraction of the leave entitlements provided by this Agreement. Part-time employment may be expressed as a fraction of a normal working week or as a fraction of any twelve month period, including a rolling twelve month period, in circumstances where the job role does not require work over the full year.

(f) An employee may, by mutual agreement, be employed part-time such that the employment fraction is a rolling twelve month average of any mixture of full-time service, part-time service (which may include a mixture of different service fractions) and periods during which no service is required.

(g) Salary shall be paid on the basis of the average service fraction that is projected for the relevant twelve months, or other period, of the appointment.

(h) In the event that an employee engaged under this provision is provided with additional work, beyond that envisaged by the terms of appointment, the employee shall be paid for these hours in the first available pay period following receipt of a valid claim.
29. INDIVIDUAL FLEXIBILITY ARRANGEMENT

This clause constitutes the flexibility term referred to in Section 202 of the Fair Work Act.

The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the arrangement deals with arrangements for when work is performed, overtime rates, penalty rates, allowances or leave loading; and
(b) the arrangement meets the genuine needs of the employer and the employee in relation to the matter mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the employer and the employee.

The employer must ensure that:

(a) agreement to an individual flexibility arrangement may not be a precondition of employment or promotion;
(b) the employee is advised that they are entitled to have a representative (which may be a union representative) negotiate an individual flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in Section 203(5) of the Fair Work Act; and
(c) the employee and their representative must have reasonable time to consider the individual flexibility arrangement.

The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under Section 172 of the Fair Work Act;
(b) are not unlawful terms under Section 194 of the Fair Work Act; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

The employer must ensure that the individual flexibility arrangement:

(a) is in writing;
(b) includes the name of the employer and employee;
(c) is signed by the employer and the 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 this Agreement that will be varied by the arrangement; and
   ii. how the arrangement will vary the effect of the terms; and
   iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep a copy of the arrangement as a times and wages record.

The employer or the employee may terminate the individual flexibility arrangement:

(a) by giving no less than 28 days written notice to the other party to the arrangement; or
(b) if the employer and the employee agree in writing - at any time.

This clause relates to reaching individual agreement to change the effect of provisions in the Agreement. The right to make an agreement pursuant to the clause is in addition to, and does not in any way affect or limit flexibilities or changes that arise from applying the terms of the Agreement.
30. LONG SERVICE LEAVE

All employees, including casuals, will accrue Long Service Leave on the basis of 13 weeks after 10 years continuous employment.

The method of calculating Long Service Leave is

\[ \text{\# of hours per fortnight } \times 0.025 = \text{total leave accrual} \]

Unless otherwise provided for above, the provisions of the Long Service Leave Act 1976 (Tasmania) applies in respect of all other issues relating to long service leave.

31. MEAL ALLOWANCE

An employee required to work overtime for not less than one and a half hours and who has not been notified the day before shall be paid $18.10 meal money or be provided with a meal without charge, by the employer.

32. MEAL AND REST PERIODS

(a) Meal Periods

i. Each employee shall be granted an unpaid meal interval of not less than 30 minutes to be commenced after completing not less than 30 minutes and not more than 5 hours of duty. Provided that where it is not possible to grant the meal interval on any day, the said meal interval shall be treated as time worked and paid at the rate for the day plus half time additional at the ordinary weekly rate, until released for a meal. Provided further that where an employee is required to exceed 5 hours work after the first meal interval a further meal interval of 20 minutes shall be granted to be treated as time worked.

Where a rostered meal break requires an employee to work more than 5 hours before such a meal break, then an employee shall be allowed a 20 minute break without loss of pay during such work at a time suitable to the employer.

ii. Notwithstanding the provisions of sub clause (a) of this clause, employees rostered to work more than 10 ordinary hours in a shift shall be entitled to one paid 20 minute rest break in lieu of the unpaid meal break referred to in sub clause (a) of this clause. In rostering for this break the employer shall make all reasonable efforts to provide the break at a time which gives the employee an even mix of work time and break.

iii. Where an employee is required to work overtime and such overtime follows the completion of the employee’s normal hours of work a 20 minute paid meal break shall be allowed where such overtime exceeds 2 hours work.

(b) Rest Periods

Employees, other than PACCT staff, are entitled to two 10 minute paid breaks per day.

33. MISCONDUCT AND SERIOUS MISCONDUCT

(a) General
These clauses are designed to deal with any concerns relating to misconduct, or serious misconduct, and ensure that employees are provided with procedural fairness throughout the process.

(b) Misconduct

i. Where the employer believes that an employee may have engaged in misconduct the employer shall provide the employee with:

A. Sufficient detail to enable the employee to understand the allegations in order to properly consider and respond to them; and

B. Ten (10) working days to respond in writing to the allegations, which may include evidence, other materials and any mitigating circumstances relevant to the allegations.

ii. After due consideration of the employee’s response and relevant materials, the employer will:

A. resolve the issue based on satisfactory response; or

B. Investigate the issue further in the event the allegations cannot be substantiated or resolved.

iii. Pending the investigation the employer will direct the employee to attend a meeting, with reasonable advance notice, to discuss the allegations and the employee’s response.

iv. Following the meeting referred to in sub-clause (b)(iii) above the outcomes may be:

A. No further action is taken and the employee’s file marked that the matter has been resolved, with reasons provided on the file; or

B. If the allegations have been substantiated, sanctions may amount to:

   - Counselling;
   - Suspension with pay;
   - Formal warning;
   - Withholding an increment;
   - Demotion by one or more classification levels or increments;
   - Termination of employment in cases of repeated misconduct.

v. An employee may appoint a representative for the purposes of the procedures in this clause.

(c) Serious Misconduct

i. Where the employer believes that an employee may have engaged in Serious Misconduct, the General Manager or external investigator shall provide the employee with:

A. Sufficient detail to enable the employee to understand the allegations in order to properly consider and respond to them;

B. Ten (10) working days to respond in writing to the allegations, which may include evidence, other materials and any mitigating circumstances relevant to the allegations; then
C. A direction to attend a meeting, with reasonable advance notice, to discuss the allegations and the employee’s response.

ii. An employee may appoint a representative for the purposes of the procedures in this clause.

iii. Following the meeting referred to in sub-clause (c)(i) above the outcomes may be:

   A. No further action is taken and the employee’s file marked that the matter has been resolved, with reasons provided on the file;

   B. Further investigation of the alleged conduct; or

   C. The General Manager or external investigator will provide a written report to the Board of Management setting out the allegations.

iv. Where the employer believes that the General Manager may have engaged in Serious Misconduct, or there is a perceived conflict of interest, the Board of Management may appoint an external investigator.

v. The General Manager or external investigator shall provide the employee subject to the report referred to in sub-clause (c)(iii) above with a copy of the report and allow the employee ten (10) working days to provide a written response.

vi. The Board of Management shall consider the report referred to in sub-clause (c)(iii) above and the employee’s written response, and shall provide the employee with advice in writing of any decision made. Any decision shall take effect no earlier than five (5) working days from the date of the written advice.

vii. Disciplinary sanction may include, but is not limited to;

   - Formal warning or counselling;
   - Suspension with pay; and
   - Termination of employment in accordance with Clause 47 (Termination of Employment).

viii. Nothing in this part shall prevent the employer from suspending an employee with pay pending completion of an investigation into possible serious misconduct by the employee. During any period of suspension the employee may be excluded from the TUU, provided that they shall be permitted reasonable access to the TUU for the preparation of their case and to collect personal property.

34. MIXED FUNCTIONS

(a) Through agreement between the employer and the employee, a staff member may be required to act in the performance of duties which are higher paid than that usually performed by such a staff member. The staff member shall receive, while performing the duties of the higher salary, the minimum rate of pay prescribed for those duties.

(b) If the higher level duties are performed for half or more than half of one day, the employee’s ordinary classification shall be paid at the higher rate for the whole of such day. If for less than half of one day the higher rate for the time so worked shall be paid.
A higher paid employee shall, when necessary, relieve a lower paid employee without loss of pay.

### 35. OVERTIME AND PENALTY RATES

(a) Overtime

The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements. No overtime shall be worked without the prior approval of the employer. Where such overtime is worked it shall be paid in the same pay period it is worked or in the next pay period at the latest.

Casual work performed on Saturdays, Sundays and public holidays shall be subject to the same overtime penalties as apply to full-time and part-time employees except that the loading will not apply (with the overtime penalties therefore being applied to the unloaded rate).

(b) For all time worked in excess of the ordinary hours of work, or outside the spread of hours, the following rates shall apply:

<table>
<thead>
<tr>
<th>Day</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Saturday</td>
<td>150% of the ordinary rate of pay for the first two hours (three hours for PACCT staff), and 200% of the ordinary rate of pay thereafter</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the ordinary rate of pay</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>250% of the ordinary rate of pay</td>
</tr>
</tbody>
</table>

(c) Shift Penalty:

An employee required to work outside the spread of hours referred to in Clause 28 (Hours of Work), shall be paid an additional 15% for each hour or part thereof.

(d) Notwithstanding the rate prescribed in this clause for overtime, at the instigation of the employee there may be an agreement between the employer and the employee to take time off at the penalty equivalent to the amount for which payment would otherwise have been made. Such time off may be banked to a maximum of one week's ordinary hours as per Clause 28 (Hours of Work). Any agreement made under this sub clause must be in writing.

The employee must take the time off within four weeks of working the overtime, unless agreement to bank or otherwise use has been mutually agreed to.

If requested by the employee an employer must in the following pay cycle of receiving a request, pay the employee for any overtime worked. The employee must be paid at overtime rates.

(e) Time off in Lieu (TOIL)

i. An employee may by agreement with the employer work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu (TOIL) of payment for the additional hours worked or set off the additional hours worked against any hours banked under the sub clause (d) above.

ii. An employee's request to enter into a TOIL arrangement will not be unreasonably refused by the employer, taking into account reasonable business grounds.
iii. Hours banked under this provision, and at the request of the employee, shall constitute “Excess Hours” up to a maximum of 2 hours in any one day, whereby the employer shall provide the employee time off in lieu of excess hours worked, on a time for time basis, at a mutually agreed time. This arrangement should normally operate on an informal give and take basis. “Excess hours” means any time worked (other than overtime) with the authorisation of the employer beyond the employee’s normal working day, or on a Saturday or Sunday.

iv. Accruing TOIL as an alternative to the payment of penalty rates shall only apply by prior mutual agreement between the employer and the employee concerned. This agreement shall be recorded in writing with a copy provided to the employee.

v. Hours banked under this sub clause (i) of this provision will not exceed the employees total ordinary FTE weekly hours at any one time unless otherwise agreed by the employer and the employee. This agreement shall be recorded in writing with a copy provided to the employee.

vi. Time taken off in lieu shall be taken at a time or times mutually agreed between the employer and the employee. The employer may refuse a request to take TOIL on reasonable business grounds.

vii. The employer must keep proper records of all hours accrued and worked by each employee.

viii. An employee shall be entitled to full access to his/her record of hours accrued and worked under this provision.

ix. Where on termination an employee has not taken time off in lieu of additional hours worked under this provision, the employee shall be paid for those additional hours at the ordinary rate.

x. Where on termination an employee has not worked all his/her banked hours as set out in sub clause (i) of this sub clause the employer may deduct monies paid to the employee for those banked hours for any entitlements owing to the employee by the employer including payment for accrued annual leave and long service leave at the ordinary rate of pay.

36. PARENTAL LEAVE

Employees are entitled to maternity, paternity and adoption leave in accordance with relevant legislative provisions.

In addition, an employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

With the agreement of the employer:

(a) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

Part-time Work Agreement:
(a) Before commencing a period of part-time employment under this sub clause the employee and the employer shall agree:
   i. That the employee may work part-time;
   ii. Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work; and
   iii. Upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

The terms of this agreement shall apply to the part-time employment.

37. PART-TIME EMPLOYEES

A part-time employee may be engaged in any of the classifications outlined in Clause 8 (Wage Rates).

PROVIDED such employee accepts employment on the following terms:

(a) The ordinary hours of work of part-time employees shall be:
   Not less than three hours and not longer than eight hours per day;
   Not less than one day a week and not more than five days a week;
   Not less than five hours a week and not more than 35 hours a week;
   All time worked in excess of 8 hours per day, 5 days per week and/or 35 hours per week shall be overtime and paid for at the rates prescribed for other weekly employees in Clause 35 (Overtime and Penalty Rates) hereof.

(b) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than 5 hours shall be granted a meal break of not less and not more than 30 minutes. The meal break shall not be counted as time worked. Where such meal break is not granted in a period of longer than 5 hours of duty the provisions prescribed in Clause 32 (Meal and Rest Periods) hereof shall be applied.

(c) Part-time employees shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

Part-time employees required to work outside the spread of hours referred to in Clause 28 (Hours of Work), shall be paid an additional 15% for each hour or part thereof.

(d) The provisions of this Agreement in respect of annual leave, sick leave, compassionate leave and holidays shall apply on a pro-rata basis to part-time employees.

(e) The provisions of Clause 35 (Overtime and Penalty Rates) of this Agreement shall apply to part-time employees.

(f) Part-time employees may be employed on the basis referred to in Clause 28 (e) – (h) (Hours of Work).
38. PAYMENT OF WAGES

(a) Except upon the termination of employment, all wages including overtime shall be paid on any day other than Friday, Saturday and Sunday in each week.

(b) By agreement between the employer and the employee wages may be paid either weekly or fortnightly without cost to the employee by electronic funds transfer into an account(s) of a financial institution of the employee's choice.

The employer may alter the interval by giving three months' notice.

(c) Employees whose rostered day off falls on pay day shall be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

(d) An employee whose ordinary hours are arranged in accordance with Clause 28 (Hours of Work) of this award and who is paid average pay and who has not taken the day off or days due to them during the work cycle in which their employment is terminated, the wages due to that employee shall include the total credits accrued during the work cycle as mentioned in Clause 28 (Hours of Work) of this award.

Provided further that where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(e) At the time of payment of wages, employees shall be issued with a statement showing gross wage, taxation deductions, net wage, employer and employee superannuation contributions and date to which payment is made.

(f) For the purpose of this Agreement including overtime, weekend and public holiday penalties the hourly rates of wages shall be calculated by dividing the appropriate weekly rate provided in Clause 8 (Wage Rates) of this Agreement.

(g) In the event that an employee by virtue of the arrangement of his ordinary hours is rostered off duty on a day which coincides with pay day such employee shall be paid no later than the working day immediately following such pay day.

39. PERFORMANCE IMPROVEMENT

(a) General

These clauses are designed to deal with any concerns relating to poor performance of an employee and to ensure that employees are provided with procedural fairness throughout the process.

Emphasis will be placed on informal discussion between the employer and the employee with a view to determining and meeting agreed standards for performance.

Throughout the informal and formal process, employees may have a union representative or other nominated representative present during any discussion regarding performance improvement.

(b) Informal Process
In the first instance the employer will informally discuss with the employee concerned the issue of unsatisfactory or poor performance including but not limited to:

- the performance that is deemed to be unsatisfactory;
- the relevant section of an employee’s position description and/or TUU policy to which the alleged poor performance relates;
- the action to be taken to correct or address the unsatisfactory performance;
- any assistance available to the employee to help them meet the required standards of performance;
- a review date for assessing progress of the employee against the required standards of performance; and
- the consequence of continuing the unsatisfactory performance.

Both parties will make a genuine effort to assist in the improvement of the employee’s work performance.

c) Formal Process

i. If the unsatisfactory or poor performance continues, the employee may be formally counseled.

ii. The employee shall be advised in writing that they are being counseled under the formal performance improvement process. This advice shall include but not necessarily be limited to the following:

- the performance that is alleged to be unsatisfactory;
- the relevant section of an employee’s position description and/or TUU policy to which the alleged poor performance relates;
- reasonable advance notice of a meeting for the employee to respond to those allegations;
- that the employee can have a union representative or other nominated representative present during that meeting;
- any potential consequence such as disciplinary action or termination if the unsatisfactory performance continues.

iii. The employee will be given the opportunity to provide a response in addition to any mitigating factors to be taken into consideration and the employer may undertake further investigation in relation to the employee’s performance. The employee’s response will be given due consideration prior to a decision being made.

iv. Once a decision has been made, this will be confirmed by the employer in writing including, but not necessarily limited to the following:

- the outcome;
- any specific actions required to correct and improve the unsatisfactory performance and the required time frame;
- any support, training or the like that will be provided to the employee;
- a review date for assessing progress of the employee against the required standards of performance; and
- any other relevant information.

v. If the unsatisfactory performance continues, the employee may be issued with further disciplinary action including withholding or reducing one wage increment as outlined in Clause 8 (Wage Rates), until the performance is satisfactory.

vi. If the unsatisfactory performance continues, the employee’s employment may be terminated.
vii. Any dispute arising out of this procedure will be dealt with in accordance with Clause 22 (Dispute Resolution).

40. PERSONAL/CARER’S LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual employee. The entitlements of casual employees are set out in sub clause (i) Casual Employees – Caring Responsibilities.

(a) Entitlement to Paid Personal/Carer's Leave
   i. For each year of service with the TUU, an employee is entitled to 10 days of paid personal/carer’s leave.
   ii. An employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year.

(b) Taking Paid Personal/Carer’s Leave
   i. An employee may take paid personal/carer’s leave if the leave is taken:
      1) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
      2) due to emergency medical or dental appointments; or
      3) to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member.
   ii. Where an employee is sick or injured on his or her rostered day off the employee shall not be entitled to personal pay nor shall their personal pay entitlement be reduced as a result of their sickness or injury on that day.
   iii. Leave may be taken for part of a single day.

(c) Payment of Personal/Carer's Leave on Termination
   An employer shall not be required to make any payment in respect of accumulated personal/carer’s leave credits to an employee who is discharged or leaves his/her employment voluntarily, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) Payment of Personal/Carer’s Leave on Termination
   Where the responsibility of a business and/or establishment is transferred from one employer to another the total accumulated personal leave of employees of that business and/or establishment shall continue to accrue and will not be reduced or affected by such transfer.

(e) Employee Must Give Notice
   The employee shall, wherever possible inform the employer of his/her inability to attend for work prior to the commencement of such absence. The employee shall, as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.
(f) Evidence Supporting Claim

i. The employee shall, in relation to any absence(s) being more than two consecutive days, prove to the satisfaction of the employer that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed. A Statutory Declaration will be accepted as proof of leave where an employee has more than two consecutive days off.

ii. Absence due to emergency medical or dental appointments should be supported by a certificate from the treating medical or dental practitioner or a statutory declaration signed by the employee.

iii. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(h) Unpaid Personal/Carer's Leave

Where an employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid personal/carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of sub clauses (e) and (f) are met.

(i) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in sub clauses (e) and (f), casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

41. POSITION DESCRIPTIONS

All employees should have a position description which clearly sets out the duties of the position. This document will normally be reviewed at an employee's probation meeting and may require amendment from time to time to reflect changes in the nature of the work being performed, changes in reporting relationships and position redesign.
All position descriptions will normally be reviewed as follows:

(a) within twelve months of the Agreement being approved, with the exception of position descriptions of any employees who have commenced employment in the previous twelve months; or
(b) if there are any significant changes in an employee's duties; or
(c) prior to a vacant position being advertised; or
(d) at the request of an employee if their position description has not been reviewed in the previous twelve months.

Position description reviews will be conducted through a consultation process between the employer and the employee and if requested by the employee, a union representative or other nominated representative.

Positions may be redesigned commensurate with the relevant classification level so as to more fully utilize the skills, interests and abilities of employees.

The position description cannot be changed without the agreement of the employer and employee.

42. PROBATION

A probationary period of not more than six months is normally applied to any full-time or part-time appointment. During the period of probation the employer will provide the employee with appropriate training and supervision.

A review of the employee's performance shall be conducted by the employee's supervisor mid-way through the initial probationary term. A probationary report will be prepared by the supervisor, with the employee given the opportunity to sign in agreement or to include other comments.

At the end of the initial probationary period the appointment may either be confirmed or terminated or the probationary period extended, provided that the extended probationary period is no longer that the original probationary period. If it is proposed to terminate the appointment or extend the probationary period, the employee shall be provided with written advice including the reasons for the decision.

Nothing in this clause shall prevent the termination of a probationary appointment at any stage during the probationary term on account of unsatisfactory performance or serious misconduct.

43. REDUNDANCY

(a) Discussions before Termination

i. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or nominated representative if requested.

ii. The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
iii. For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or nominated representative if requested, all relevant information about the proposed termination including the reasons for the proposed terminations, the number and the categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be unfavorable to the employer’s interests.

iv. When the need to make redundancies is established, there will be consultation between the enterprise and the delegate/s and the union or nominated representative if requested, to discuss the areas or skills, which the enterprise considers essential for its future operational requirements. Essential employees from these areas or those with the required skills would be excluded from redundancy. Volunteers will then be called for in the case of insufficient numbers, and in the event that excess volunteers are provided, the employer will select the persons to be made redundant.

(b) Redeployment to a Position at a Lower Classification Grade

i. The TUU may identify an alternative position classified at a lower classification grade than the position being made redundant, and offer that position to the employee by way of redeployment.

ii. An employee may accept the redeployment from a prospective date determined by the TUU. If the position is at a lower grade, the employee will have their salary maintained at their current rate for the period of notice referred to in clause (c)(i) (Redundancy Payments), and thereafter at the equivalent level within the lower grade to their pre redeployment level.

(c) Redundancy Payments

i. An employee other than a casual employee, whose employment is terminated for reasons set out in sub clause (a) hereof shall be entitled to receive:

1) a total of 9 weeks notification period, inclusive of the period of notice prescribed for ordinary termination in Clause 47 (Termination of Employment); and

2) three weeks’ severance pay for each year of continuous service, subject to a minimum payment equal to four weeks’ salary and a maximum payment equal to 52 weeks’ salary.

ii. All payments made in accordance with this provision will be made at an employee’s all-purpose rate, which will include any allowances or penalties normally paid to an employee.

iii. A detailed statement of entitlements will be supplied to employees together with a statement of service setting out the employee’s employment record and reason for termination of employment.

iv. “Week’s pay” means ordinary time rate of pay for the employees concerned.

v. These are minimum provisions that allow for further negotiations between parties with access to the Fair Work Commission in case of a dispute.
(d) **Employee Leaving During Notice**

An employee whose employment is terminated for reasons set out in paragraph (a) (i) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) **Alternative Employment**

If the employer offers alternative employment and an employee accepts alternative employment he/she will continue to be entitled to the provisions of this clause for a maximum period of 12 weeks. If at any time during that 12 week period the employee leaves the employer, or the employer decides that the employee is not suited to the job, then the redundancy benefits detailed in this clause will apply.

(f) **Time Off During Notice Period**

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

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

iii. The employer undertakes to provide access in paid time for each employee who is offered redundancy, or who expresses an interest in redundancy, to consult a financial adviser. The employer shall pay the initial cost associated with financial counselling (up to two (2) sessions) from a financial advisor agreed to by the employer and the employee.

(g) **Superannuation benefits**

Nothing in this clause will operate to reduce, modify or deny the employee payment of their full superannuation entitlements, which they would have received had they not been made redundant.

(h) **Transmission of Business**

i. Where a business is before or after the date of this Agreement, transmitted from an employer (in this sub clause called the “transmitter”) to another employer (in this sub clause called the “transmittee”) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee the transmittee then;

ii. The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

iii. The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
iv. In this sub clause “business” includes trade, process, business or occupation and includes part of any such business and “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

(i) Employees with Less than One Year’s Service

Employees with less than 12 months employment will be entitled to all the benefits of this clause.

(j) Who this clause does not apply to

This clause shall not apply where employment is terminated due to:

i. Conduct that justifies instant dismissal including inefficiency within the first fourteen days; or
ii. neglect of duty; or
iii. misconduct; or
iv. in the case of casual employees, apprentices or employees engaged for a specified period of time or for a specific task or tasks.

(k) Trainees

Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees’ services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future redundancy entitlements.

44. SPECIAL LEAVE

At the request of an individual, or in circumstances where the TUU is of the opinion that a non-work related problem is adversely affecting a staff member’s work performance, including:

(a) Stress;
(b) alcohol and/or drug dependency;
(c) relationship and/or family problems; or
(d) compulsive gambling;

then the TUU may approve an application by the employee to take leave without pay, or access other leave entitlements including annual leave, long service leave or time off in lieu of overtime, to attend the following:

(a) Relevant courses and/or counseling; or
(b) Approved rehabilitation program

In consultation with the SAIC, the employer will undertake actions to minimize or remove incidents of stress and concern within the workplace.
45. STAFF DEVELOPMENT/PERFORMANCE REVIEW

The parties to the Agreement are committed to the creation of a productive workplace with job satisfaction and security.

A staff development/performance review will be conducted at least annually for all full-time and part-time employees. Such review will be confidential.

The aims of this review will at least include:
(a) review of performance and use of skills against position descriptions and the position classification standards; and
(b) identification of the development and training needs of the employee in order to:
   i. enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisational unit and/or the employer;
   ii. identify performance objectives; and
   iii. ensure continued satisfactory performance within the ambit of the classification.

Employees shall be eligible to move to the next level within a grade at the conclusion of each 12 month period of service, provided that over the preceding twelve month period the employee has:
(a) acquired and utilised additional skills, experience and competencies within the ambit of the classification and in accord with the priorities of the organisational unit and or employer. For this purpose the employee will be assessed against their position description and the position classification standards within this agreement, which shall be used in a staff development/performance review; and
(b) demonstrated satisfactory performance against position descriptions and the position classification standards within this agreement.

If the requirements above are not met at the conclusion of the period being reviewed, then the employee will not progress until such time as the requirements are met.

At the commencement of this agreement, the pay level within a particular grade at which employees will be appointed will reflect progression for previous years of service with the TUU.

46. SUPERANNUATION

(a) Enrolment

The employer shall make a contribution for all eligible employees to either Host Plus or Uni Super based on the election made by the employee. If the employee fails to make such election then contributions will be paid to Uni Super.

(b) Eligibility

Eligible employee means a full-time, permanent part-time or casual employee.

It is further provided that no payment shall be made on behalf of a part-time or casual employee for the relevant month unless that employee's aggregate ordinary time earnings have exceeded $450 in that month.

(c) Contributions
i. The employer shall pay to the Trustee in respect of each eligible employee an amount equal to 9.5 percent of the employee’s ordinary time earnings, or in accordance with the Superannuation Guarantee Charge, whichever is the greater.

ii. Effective from 1 July 2021, the employer shall pay to the Trustee in respect of each eligible employee an amount equal to 10.0 percent of the employee’s ordinary time earnings, or in accordance with the Superannuation Guarantee Charge, whichever is the greater.

iii. The employer shall remit to the Trustees of the Fund all payments due immediately at the conclusion of each calendar month or at such other times and in such a manner as may be agreed in writing between the Trustees and the employer.

(d) Records

The employer shall retain all records relating to the calculations of payments due in respect of each employee and such records shall be retained for a period of seven years. They shall be available for inspection by:-

i. an official of the Union;

ii. representatives of the Trustees.

47. TERMINATION OF EMPLOYMENT

(a) Notice of Termination by Employer

i. In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee the period of notice specified in the table below:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over three years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

ii. In addition to the notice in sub clause (i) above, employees over 45 years of age at the time of the giving of notice, shall be entitled to an additional week’s notice provided they have completed at least two years of continuous service with the TUU.

iii. Payment in lieu of the notice prescribed in sub clause (i) and/or (ii) above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

iv. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

v. The period of notice in this clause, shall not apply in the case of dismissal for serious misconduct that is serious enough in nature to make it unreasonable for the employer to be required to continue the employment during the notice period.
vi. Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

vii. For the purpose of the clause continuous service shall be defined according to Clause 10 (Annual Leave).

viii. Notwithstanding anything hereinbefore contained an employee shall not be given notice or dismissed except for misconduct whilst legitimately absent from duty on accrued sick leave or annual leave.

ix. The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

x. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

(b) Time Off During Notice Period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(c) Statement of Employment

The employer, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and classification of the type of work performed by the employee.

48. TIME AND WAGES RECORDS / AGREEMENT

(a) Time and wages book or sheets shall be provided by the employer and kept by each employee. Each employee shall enter the following:-

i. Full name;

ii. Start and finish times as well as times when all meals, broken shifts, tea breaks are taken; and

iii. The signature of the employee verifying the record is correct.

(b) The employer shall keep a record of the information as laid out in sub clause (a) hereof. In addition the employer shall keep a record containing the following information:-

i. Employee's address and date of birth if under 21 years;
ii. Employee's work classification;

iii. Whether the employee is a full-time, part-time or casual employee;

iv. Agreement rate for the particular classification including hourly rate of pay, penalties, shift allowances, overtime, superannuation and other payments.

v. Gross wage, any deductions and net wage with date of payment.

(c) Any alterations to the information kept by the employees as detailed in sub clause (a) hereof must be initialed by the employee concerned.

(d) The employer shall keep such book or sheet available at all reasonable time and in a convenient place to which the employee shall have access for the purpose of making such entries.

(e) Such book or sheet may be inspected by the officials of the Union in accordance with Right of Entry provisions under the Fair Work Act 2009.

(f) A copy of this Agreement shall be kept with the time and wages book or sheets.

(g) In addition to the above, each employee is required to enter on his time sheet and his employer is required to enter in the wage book or wages sheet the employee's membership number of the appropriate Superannuation Scheme and record of payment.

(h) Time and wages book must be kept at the place of employment for at least six years.

### 49. TRAINING AND PROFESSIONAL DEVELOPMENT

(a) All employees will attend induction on commencement of employment and be provided with access to all information relevant to their employment. Employees should familiarise themselves with the content of such information.

(b) To enhance the operation of the Tasmania University Union Inc., management is committed to the identification and provision of appropriate training and professional development for employees which:

i. is consistent with and relevant to the employee's duties as per their Position Description; and

ii. will assist the employee with the performance of their duties.

(c) The employer shall demonstrate its commitment to ongoing training of all staff through the provision of work time and resources where appropriate for approved staff training.

(d) Training and professional development approved by the employer will be considered as time worked.

(e) Staff may be eligible for paid study leave where the study meets the criteria in (b) above. Paid study leave must be approved by the employer before such leave commences.
TRAVELLING ALLOWANCES

Time spent by employees travelling between campuses shall be counted as time worked by employees.

The following allowances will apply where individual employees undertake work related travel. The rate of these allowances are effective as at 1 January 2017, and are indexed annually by the ATO.

Accommodation

The cost of accommodation will be paid directly to the 'place of accommodation' provided that the cost is 'reasonable' and approved.

- Must be a minimum of 3½ star single room;
- Location, i.e. state in which the accommodation is sought;
- Proximity to the work related location;
- Availability of alternate accommodation.

Where accommodation is of a private nature i.e. with family, the TUU will not pay the accommodation fee.

Where a higher grade of accommodation is desired other than what has been determined 'reasonable', the difference in cost will be borne by the staff member.

Meal Allowances (Refer ATO Tax Determination – Reasonable Travel and Meal Allowance Expense)

The following allowances will be paid to individual staff on work related travel, regardless of their accommodation arrangements. All meals included in conference registration will be deducted from the meal allowance.

<table>
<thead>
<tr>
<th>Tasmanian/Interstate</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>26.45</td>
<td>29.75</td>
<td>50.70</td>
<td>106.90</td>
</tr>
</tbody>
</table>

Incidental Expenses

In addition the following payment will be made to the employee for incidental expenses:

Incidentals $19.05 per day (Intrastate & Interstate).

Travel Using an Employee’s Private Motor Vehicle (Refer ATO Schedule)
On the occasional of emergent circumstances when neither a TUU vehicle or hire car is available, and the employee is willing to use his or her motor vehicle, your manager prior to departure, will authorise such private motor vehicle use. In these cases the employee shall first prove to the TUU’s satisfaction that the vehicle is in a sound roadworthy condition and is comprehensively insured.

An employee using his or her private motor vehicle, in these circumstances shall, for each discrete trip from the employee’s usual place of work, be entitled to claim a kilometrage allowance of 66 cents per kilometre for distance actually travelled.

51. TRAVELLING FACILITIES AND SECURITY MEASURES

(a) Where an employee is detained at work having completed overtime until it is too late to travel by the last regular conveyance to the usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.

(b) Where an employee is required to start work before the ordinary commencing time, and a means of conveyance is not available to the employee, the employer shall provide a conveyance or pay the cost thereof.

52. UNIFORMS AND PROTECTIVE CLOTHING

(a) Where the nature of the work performed is likely to damage an employees’ clothing, suitable protective clothing shall be provided by and kept laundered by the employer.

(b) Where by mutual agreement between the employer and employee, the employee instead of the employer provides the laundering of uniform or protective clothing, the employee shall be paid an allowance of $5.30 per week in the case of weekly employees or, in the case of casual or part-time employees, 19 cents per hour for each hour worked with a minimum payment of $2.78 per week.

(c) If an employee elects to wear a uniform, clothing provided may include, but is not limited to a shirt, t-shirt or polo top, which will be Tasmania University Union branded.

(d) The above will be replaced on a reasonable wear and tear basis of up to two (2) items per staff member per calendar year.

(e) As the uniform referred to in (c) is not compulsory, the laundering of the uniform will be at the employee’s expense.

53. UNION RIGHTS

(f) Recognition

The employer recognises the rights of its employees to choose to belong or not belong to a union and for its employees to be represented by a representative of their choice as provided by this Agreement.

(g) Union Delegates Rights

i. Employees elected or appointed as local union delegates in accordance with union rules will upon written notification from the union to the employer, be recognised as the local delegates of the union.
ii. Paid leave is limited to two (2) union delegates at a time, although other union delegates can access paid leave such as annual leave or unpaid leave by mutual agreement.

iii. The union delegates or elected workplace representatives, with approval of the employer and the union, shall be granted up to the equivalent of three (3) days paid leave each calendar year during working hours to:
   A. represent members in bargaining;
   B. meet with union members and/or the employer’s representatives for whom the delegate is a bargaining representative;
   C. represent the interests of members to the employer on workplace issues;
   D. meet with union members and/or the employer’s representatives on matters affecting employees such as workplace issues;
   E. represent employees on any relevant committees referred to in this Agreement, to which they are officially elected or appointed.

iv. This leave is non-cumulative and an application to the employer must be made, and approved, prior to the leave being taken, which can be via email. The application must include the nature, content and duration of the time release and be provided as soon as practicable of the proposed time release.

v. The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such time release. The employer will not use this sub-clause to avoid an obligation under this clause.

vi. Union delegates will use their best endeavours to resolve matters without interruption to the effective and efficient operation of the employer in accordance with the procedures prescribed by Clause 23 Dispute Resolution of this Agreement.

vii. All expenses (such as travel, accommodation and meals) incurred by union delegates in performing duties referred to in Clause (b)(iii) will be the responsibility of the union delegate of the union.

(h) Union Meetings

Employees are able to meet with Union Delegates referred to in clause (b) above for the purpose of discussing matters referred to in clauses (b)(iii)(B) and (b)(iii)(D) during work time without loss of any pay, provided that their absence from work does not exceed one hour per occasion.

(i) Payment of Union Dues

At the written request of an employee, the employer will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the union’s rules. There will be no charge to the employee for this service. The employee or the union shall be entitled to cancel the arrangement at any time by advice in writing.

54. WORK HEALTH AND SAFETY

The Tasmania University Union is committed to the safety and wellbeing of its employees, and its obligations as required by the Tasmanian Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012.
The Work Health and Safety Act 2012 can be found here.

The Work Health and Safety Regulations 2012 can be found here.

55. WORKLOAD

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

(a) The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours of which they are employed.

(b) The employer will ensure that supervisors and managers implement procedures to monitor the hours worked and the required workload of the employees they supervise. Where employees regularly work hours in excess of the hours for which they are employed to perform their jobs or have workloads that are unreasonable, the employer will ensure appropriate changes (which may include technology, responsibility or extra resources) will be implemented.

(c) Should any employee feel the workloads are unreasonably heavy on a regular basis, then they have the responsibility to discuss and forward their concerns in writing to their supervisor or manager. If it is agreed that there is a workload issue, the employer is obliged to take appropriate action to address the workload issue, and the employee will make a genuine attempt to engage with the agreed action. If the employer does not take appropriate action to address the agreed workload issue or does not agree that there is a workload issue, the employee may utilise the procedure in Clause 22 (Dispute Resolution) of this Agreement.
Signed for the Tasmania University Union (ABN 36 112 122 929)

Ms Samantha Jane Gorringe  
General Manager (Acting)  
2 Churchill Avenue, Sandy Bay, Tasmania. 7005

Signature: 

Authority: The General Manager holds authority to sign the Tasmania University Union Enterprise Agreement 2017 by virtue of a motion passed by the Tasmania University Union Inc. Board of Management.

Witnessed by:

Name in full:  
Signature:  
Address:  

Signed for the National Tertiary Education Industry Union (ABN 38 579 396 344)

Matthew McGowan  
Name in full:  
Signature:  
Address: Level 1, 120 Clarendon Street South Melbourne VIC 3205  
Authority: General Secretary

Witnessed by:

Renee Veal  
Name in full:  
Signature:  
Address: Level 1, 120 Clarendon Street South Melbourne VIC 3205
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/974

Applicant:

Tasmanian University Union Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Samantha Gorringe General Manager for Tasmanian University Union Inc give the following undertakings with respect to the ("the Agreement") Tasmanian University Union Inc.& NTEU Enterprise Agreement 2017

1. I have the authority given to me by to provide this undertaking in relation to the application before the Fair Work Commission.

2. Tasmanian University Union Inc. give an undertaking that shift workers will not be engaged under the above agreement.

3. The Higher Education Industry (General Staff) Award 2010 is incorporated into this Agreement, in so much as the award will prevail in matters where the TUU & NTEU Enterprise Agreement 2017 is silent or not as favourable.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: Samantha Gorringe

General Manager

Tasmania University Union

Date: 30th April 2020
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).