

Email

2 October 2015

The Registrar
Fair Work Commission

amod@fwc.gov.au

Dear Registrar

Variations proposed by the Group of 8 Universities - Award Stage - Group 3

AM 2014/229 - Higher Education - Academic Staff Award 2010 ("Academic Staff Award")
AM 2014/230 - Higher Education - General Staff Award 2010 ("General Staff Award")

We act on behalf of the Group of Eight Universities comprising the University of Western Australia, University of Adelaide, University of Melbourne, Monash University, Australian National University, University of New South Wales, University of Sydney and University of Queensland).

We refer to the above matters and to the Directions issued by the President on 10 September 2015. Those directions asked the parties *"to file at AMOD the text of all those proposed variations (i.e. varied or new clauses and definitions)"* and do so by no later than 4.00pm on 2 October 2015.

Please find attached the text of the proposed variations to the Academic Staff Award and the General Staff Award as proposed by the Group of 8 Universities, reflecting previous proposals put forward on 3 March 2015.

As previously indicated to other parties, our clients seek and are prepared to adopt some minor wording changes/corrections and also foreshadowed that the Group of Eighty are potentially prepared to discuss updating some aspects of the general staff classification descriptors for currency. Such matters could potentially be discussed at the conference that is being convened by the Commission.

Yours faithfully



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Attachment 1

Proposed amendments are identified below in *italic+underline* and ~~strikethrough~~.

Higher Education—Academic Staff—Award 2010

1. **Subclause 12.4 (Severance pay)** - be deleted:

~~" [Numbered as 12.4(a) by PR994502 from 01Jan10]~~

- ~~(a) — A fixed term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the NES as it would apply to a full-time employee engaged in an equivalent classification in the following circumstances:~~

~~[12.4(a) renumbered as 12.4(a)(i) by PR994502 from 01Jan10]~~

- ~~(i) — the employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in clause 11.3(a) or (b) and the same or substantially similar duties are no longer required by the employer; or~~

~~[12.4(b) renumbered as 12.4(a)(ii) by PR994502 from 01Jan10]~~

- ~~(ii) — the employee is employed on a fixed term contract to do work required for the circumstances described in clause 11.3(a) or (b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.~~

~~[Numbered as 12.4(b) by PR994502 from 01Jan10]~~

- ~~(b) — Where an employer advises an academic in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then:~~

~~[12.4(c) renumbered as 12.4(b)(i) by PR994502 from 01Jan10]~~

- ~~(i) — the employer may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.~~

~~[Numbered as 12.4(c) and varied by PR994502 from 01Jan10; varied by PR542126 ppc-04Dec13]~~

- ~~(c) — An employer, in a particular case, may make application to the Fair Work Commission to have the general severance payment or retrenchment benefit payment prescription varied~~

if the employer obtains acceptable alternative employment for the employee."

2. **Subclause 17.4 (Employees not accepting redundancy)** - be varied as follows:

"Where an employee is not a volunteer for redundancy and the employer terminates the employment of an employee for reason of redundancy the following benefits will apply:

- (a) ~~the greater of the period of notice prescribed by the NES or the contract of employment of the employee; plus~~
- (b) ~~notice according to the following scale:~~

Age Employee's period of continuous service with the employer on termination	Notice
Below 40	6 months
<u>At least 1 year but less than 2 years</u>	
40	7 months
<u>At least 2 years but less than 3 years</u>	
41	8 months
<u>At least 3 years but less than 4 years</u>	
42	9 months
<u>At least 4 years but less than 5 years</u>	
43	10 months
<u>At least 5 years but less than 6 years</u>	
44	11 months
<u>At least 6 years but less than 7 years</u>	
45 and over	12 months
<u>At least 7 years but less than 8 years</u>	

- (a) ~~notice, or pay instead of notice, in accordance with clause 15(2)(b); and~~

~~(e)(b)~~ on retrenchment, an employee must, in addition, receive the amount of severance pay set out in the NES in respect of a continuous period of service."

3. **Subclause 23.3 (Leave loading)** - be varied as follows:

"Academic staff will be entitled on a payday preceding 1 January to an annual leave loading equal to 17.5% of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the ~~August~~ May quarter preceding the date of accrual."

Higher Education Industry—General Staff—Award 2010

4. **Subclause 11.4 (Severance pay)** - be deleted:

~~"[11.4 substituted by PR994510 from 01Jan10]~~

- ~~(a) — A fixed term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the NES as it would apply to a full-time employee engaged in an equivalent classification in the following circumstances:~~
- ~~(i) — employee is employed on a second or subsequent fixed term contract to do work required for the circumstances described in clause 10.3(a) or (b) and the same or substantially similar duties are no longer required by the employer; or~~
 - ~~(ii) — employee is employed on a fixed term contract to do work required for the circumstances described in clause 10.3(a) or (b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.~~
- ~~(b) — Where an employer advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then the employing university may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.~~

~~[11.4(c) varied by PR542127 from 04Dec13]~~

- ~~(c) — An employer, in a particular case, may make application to the Fair Work Commission to have the general severance payment or retrenchment benefit payment prescription varied~~

~~if the employer obtains acceptable alternative employment for the employee."~~

5. **Subclause 30.3 (Annual leave loading)** - be varied as follows:

"Annual leave loading will be paid at a rate of 17.5% of the ordinary rate of pay paid during the leave period, up to the limit of payment equal to the Australian Statistician's average weekly earnings for all males (Australia) for the preceding ~~August~~ May quarter.

Shift workers on annual leave will be paid the greater of:

- (a) shift penalties an employee would have received had they not been on annual leave; or
- (b) the 17.5% annual leave loading as prescribed."