



# DECISION

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

**University of Melbourne Graduate Student Association Inc. T/A University of Melbourne Postgraduate Assoc Inc**  
(AG2022/4548)

## UNIVERSITY OF MELBOURNE GRADUATE STUDENT ASSOCIATION INC. ENTERPRISE AGREEMENT 2022

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 25 NOVEMBER 2022

*Application for approval of the University of Melbourne Graduate Student Association Inc. Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *University of Melbourne Graduate Student Association Inc. Enterprise Agreement 2022* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by University of Melbourne Graduate Student Association Inc. T/A University of Melbourne Postgraduate Assoc Inc (Employer). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertaking referred to above, 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] Clauses 46.4.3 and 47.9 of the Agreement provide that if it is not practicable for the employee to give prior notice of absence, the employee shall notify their line manager (or other delegated person) by telephone of their absence at the first opportunity on *the day of absence*. To the extent that this requirement may be inconsistent with s 107(2) of the Act, I am satisfied the more beneficial entitlements of the National Employment Standards (NES) will prevail where there is an inconsistency between the Agreement and the NES, noting clause 7.2 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 wants the Agreement to cover it. In accordance with s 201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 2 December 2022. The nominal expiry date of the Agreement is 25 November 2025.



DEPUTY PRESIDENT

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## Annexure A



THE HEART OF GRADUATE STUDENT LIFE

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

**AG2022/4548**

**Applicant:**

University of Melbourne Graduate Student Association

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Jeremy Waite, Interim Chief Executive Officer, have the authority given to me by the University of Melbourne Graduate Student Association to give the following undertakings with respect to the *University of Melbourne Graduate Student Association Inc. Enterprise Agreement 2022* ("the Agreement"):

**1. Clause 21.9.1 and 21.9.2**

That clauses 21.9.1 and 21.9.2 are replaced with the following wording:

"21.9.1 Four (4) weeks' pay per completed year of service pro rata to the completed month.

21.9.2 Provided that the total payment based on this provision shall not exceed eighteen (18) months' pay based on the salary at the time of the redundancy."

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

  
\_\_\_\_\_  
Signature

09/11/2022  
\_\_\_\_\_  
Date



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

**UNIVERSITY OF MELBOURNE GRADUATE STUDENT ASSOCIATION INC.  
ENTERPRISE AGREEMENT 2022**

<b>1.</b>	<b>Title</b>	
1.1	This Agreement shall be referred to as the University of Melbourne Graduate Student Association Inc. Enterprise Agreement 2022.	
<b>2.</b>	<b>Arrangement of Agreement</b>	
1.	Title .....	2
2.	Arrangement of Agreement .....	2
3.	Parties Bound .....	6
4.	Employment Relationship with Students .....	6
5.	Operation of Agreement .....	6
6.	Reopening Negotiations .....	6
7.	Award and NES .....	6
8.	Definitions .....	7
	<b>DISPUTES AND APPEALS .....</b>	<b>8</b>
9.	Dispute Settling Procedure .....	8
10.	Grievance Procedure .....	9
	<b>ORGANISATIONAL MATTERS .....</b>	<b>10</b>
11.	Consultation .....	10
12.	Equal Opportunity .....	12
13.	Anti-Bullying Policy .....	12
14.	Organisational Policies .....	13
15.	Work Organisation and Job Redesign .....	13
	<b>CONSULTATIVE MECHANISMS .....</b>	<b>15</b>
16.	Joint Consultative Committee .....	15
	<b>EMPLOYMENT ARRANGEMENTS .....</b>	<b>16</b>
17.	Mode of Employment .....	16
18.	Termination of Employment at the Initiative of the Employee .....	22
19.	Termination of Employment by GSA .....	22

20. Disciplinary Procedures .....	23
21. Redundancy .....	26
22. Redeployment.....	28
23. Individual Flexibility Agreement .....	29
24. Working with Children Checks.....	30
REMUNERATION .....	30
25. Salary Increases .....	30
26. Salary Indexation.....	31
27. Casual Loading.....	31
28. Salaries .....	31
29. Increments.....	31
30. Payment of Salary .....	32
31. Superannuation .....	33
32. Salary Packaging.....	34
33. Higher Duties Allowance .....	34
34. Allowances.....	35
WORKING ARRANGEMENTS.....	37
35. Hours of Work.....	37
36. Breaks.....	37
37. Overtime/TOIL.....	37
38. Flexitime .....	39
39. Rostered Days Off .....	40
40. Work from Home.....	41
LEAVE .....	41
41. Holidays.....	41
42. Annual Leave .....	42
43. Excess Annual Leave.....	42
44. Purchased Leave .....	43

45. Annual Leave Loading .....	44
46. Carer's Leave .....	44
47. Sick Leave .....	45
48. Mental Health Leave .....	46
49. Compassionate Leave.....	46
50. Long Service Leave .....	46
51. Parental Leave .....	47
52. Community Service (including Jury Service) .....	51
53. Special Leave .....	52
54. Leave for Training in Industrial Relations and Dispute Resolution .....	52
55. Leave to attend NTEU Council .....	52
56. Leave and Make-Up Pay for Incapacitated Staff Members.....	52
57. Leave for Religious Purposes .....	54
58. Leave for Aboriginal And Torres Strait Islander Cultural Purposes .....	54
59. Family and Domestic Violence Leave.....	54
60. Leave without Pay .....	55
61. Leave to Count as Service .....	55
TRAINING AND STUDY LEAVE.....	56
62. Staff Training.....	56
63. Study Leave.....	57
64. Occupational Health and Safety Representatives' Training.....	57
COMPLIANCE .....	57
65. Availability of the Agreement .....	57
66. Notices .....	57
67. Representation .....	58
68. Signatories to the Agreement .....	59
SCHEDULE A - SALARY CLASSIFICATION AND SALARIES .....	60

<b>SCHEDULE B - CLASSIFICATION PROCESS.....</b>	<b>61</b>
<b>SCHEDULE C - CLASSIFICATION STANDARDS.....</b>	<b>62</b>



### **3. Parties Bound**

- 3.1 This Agreement shall be binding on the University of Melbourne Graduate Student Association Inc. (hereinafter referred to as GSA), the National Tertiary Education Industry Union (hereinafter referred to as NTEU), and all staff employed by GSA to work in the classifications set out in Schedule C with the exception of the CEO, Program Directors and elected office bearers/elected student representatives of the GSA Board, Representative and Faculty Council.

### **4. Employment Relationship with Students**

- 4.1 Employees and student representatives are expected to work in a collaborative and cooperative manner, recognising the legitimate role that each play in the operation and governance of GSA.
- 4.2 Employees and student representatives are expected to form relationships based on trust and mutual respect, with a view to achieving organisational objectives.
- 4.3 Employees working for GSA are accountable to and take direction from their immediate supervisor in the first instance, their Manager, or the CEO.
- 4.4 With the exception of the CEO, Employees are not accountable to, and do not take direction from students either as individuals, office bearers or as committees. Employees are, however, expected to work with student representatives to assist and support the implementation of decisions made by Committees, Councils and other legitimately constituted student representative decision-making bodies.
- 4.5 All decisions of student committees that have implications for the work of Employees will be brought to the attention of the CEO, who is responsible for the direction of Employees work.
- 4.6 GSA Employees with a grievance or concern of any sort connected with their employment will follow established procedures as set out in GSA policies and procedures and will not seek the intervention or involvement of students elected or otherwise other than pursuant to established policies and procedures.

### **5. Operation of Agreement**

- 5.1 This Agreement shall come into operation seven days after the date of approval by Fair Work Commission and shall have a nominal expiry date three years from the date of approval.

### **6. Reopening Negotiations**

- 6.1 The parties agree that six months prior to the expiration of this Agreement, they will reopen negotiations with a view to negotiating a new agreement.

### **7. Award and NES**

- 7.1 This Agreement constitute a comprehensive agreement and operates to the exclusion of and wholly replaces any existing enterprise agreements, and/or modern awards which may otherwise, but for this clause, apply to those Employees whose employment falls within the scope of this Agreement.

- 7.2 The Agreement is not intended to exclude any provision of the National Employment Standards (NES), except to the extent permitted by law. To the extent that a term of the Agreement is inconsistent with section 55 of the Act, the term will be read and interpreted so that it is consistent with section 55 of the Act. For the avoidance of doubt, if any terms of the National Employment Standards (NES) are more favourable to Employees than the provisions of this Agreement, then the NES provisions shall apply.

## **8. Definitions**

- 8.1 "CEO" means the Chief Executive Officer (or equivalent) of GSA.
- 8.2 "NTEU" means the National Tertiary Education Industry Union.
- 8.3 "GSA" means the University of Melbourne Graduate Student Association Inc.
- 8.4 "GSA Executive" means the committee of GSA Council with the responsibility of coordinating and monitoring the operations of GSA including the employment of Employees.
- 8.5 "Employee" means a person employed by GSA.
- 8.6 "Holiday" means any or all of the holidays specified in clause 41.
- 8.7 "Ordinary rate per hour" means the hourly rate payable to an Employee by applying the formula:
- $$\frac{\text{annual salary} \times 14}{365.25 \times 72.5}$$
- 8.8 "A duly authorised representative of the NTEU" means a person authorised by the Divisional Secretary of the National Tertiary Education Union (NTEU). "Immediate Family or Household" includes a domestic partner of the Employee; and, a dependent child or an adult child (including an adopted child, a stepchild, a fostered child, or an ex-nuptial child), parent, step-parent, grandparent, grandchild or sibling of the Employee or of the domestic partner of the Employee.
- 8.9 "Primary Caregiver" means, in relation to a child, the biological mother of a child, the male or female domestic partner of the biological mother of the child, the biological father of the child, or the male or female adoptive parent, any one of whom has primary responsibility as the caregiver of the child.
- 8.10 "Co-Parent" means, in relation to a child, the biological father of the child who was previously in a domestic relationship with the biological mother or the biological father of a child raised by a lesbian couple, or the male or female adoptive parent who was previously in a relationship with the child's primary caregiver.
- 8.11 "Domestic Partner" of a person means an adult person with whom the person is living in a relationship as a couple where one or each of them provides personal or financial commitment and support of a domestic nature for the material benefit of the other, irrespective of their genders, but does not include a person who provides domestic support and personal care for the person:

- 8.11.1 for fee or reward; or
- 8.11.2 on behalf of another person or an organisation (including a government or government agency, a body corporate or a charitable or benevolent organisation).
- 8.12 “Domestic Partner” includes a former domestic partner.
- 8.13 “CPI Index” means the all groups figure of the consumer price index for the weighted average of the eight capital cities published by the Australian Statistician for the four quarters ending on 30 September in each year.
- 8.14 “Mid-year Break” means the period between the end of the first semester examination period and the commencement of the second semester teaching period at the University of Melbourne.
- 8.15 “End of Year Break” means the period between the end of the second semester examination period and the commencement of the first semester teaching period in the following year at the University of Melbourne.
- 8.16 “NES” means the National Employment Standards.

## **DISPUTES AND APPEALS**

### **9. Dispute Settling Procedure**

- 9.1 If a dispute relates to:
  - 9.1.1 a matter arising under the Agreement; or
  - 9.1.2 the National Employment Standards;this clause 9 sets out procedures to settle the dispute.
- 9.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.5 The Fair Work Commission may deal with the dispute in 2 stages:
  - 9.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 9.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 9.5.2.1 arbitrate the dispute; and

- 9.5.2.2 make a determination that is binding on the parties.

**Note:**

If the Fair Work Commission arbitrates the dispute, it may also use the powers available to it under the *Fair Work Act 2009* (Cth).

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 Part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.

- 9.6 While the parties are trying to resolve the dispute using the procedures in this clause:

9.6.1 an Employee must continue to perform his or her work as they would normally unless they have a reasonable concern about imminent risk to his or her health or safety; and

9.6.2 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:

9.6.2.1 the work is not safe;

9.6.2.2 applicable occupational health and safety legislation would not permit the work to be performed;

9.6.2.3 the work is not appropriate for the Employee to perform; or

9.6.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

- 9.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

**10. Grievance Procedure**

- 10.1 In the first instance, an Employee shall raise any grievance with their immediate supervisor. An Employee is entitled to seek assistance and representation, including from the NTEU. The Employee will advise the supervisor in writing of the substance of the grievance and the remedy sought.

- 10.2 If, after 7 days, the grievance has not been resolved, the Employee can seek that a formal discussion occurs between GSA (represented by the CEO or nominee, or if the grievance involves the CEO, the President of GSA) and the representative.

- 10.3 A meeting between the representative and GSA under clause 10.2 above shall take place not more than 10 working days after notification to GSA of a grievance. The matter may be referred to an agreed independent conciliator at this stage if the parties agree including the Fair Work Commission.

- 10.4 The parties agree to be bound by any decision, order or recommendation of the third party.

## **ORGANISATIONAL MATTERS**

### **11. Consultation**

11.1 This clause 11 applies if GSA:

11.1.1 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

11.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### ***Major change***

11.2 For a major change referred to in clause 11.1.1:

11.2.1 GSA will notify the NTEU of its intention to commence any discussion prior to commencement of discussions with individual Employees;

11.2.2 GSA will notify the relevant Employees of the decision to introduce the major change;

11.2.3 GSA will consult with the NTEU about the review process and timeline for change; and

11.2.4 clauses 11.3 to 11.9 will apply.

11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause 11.

11.4 If:

11.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

11.4.2 the Employee or Employees advise GSA of the identity of the representative;

the employer must recognise the representative.

11.5 As soon as practicable after making its decision, GSA must:

11.5.1 discuss with the relevant Employees:

11.5.1.1 the introduction of the change; and

11.5.1.2 the effect the change is likely to have on the Employees; and

11.5.1.3 measures GSA is taking to avert or mitigate the adverse effect of the change on the Employees; and

11.5.2 for the purposes of the discussion, provide in writing to the relevant Employees:

- 11.5.2.1 all relevant information about the change including the nature of the change proposed; and
  - 11.5.2.2 information about the expected effects of the change on the Employees; and
  - 11.5.2.3 any other matters likely to affect the Employees.
- 11.6 However, GSA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7 GSA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and the NTEU.
- 11.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to GSA's enterprise, the requirements set out in clauses 11.2, 11.3 and 11.5 are taken not to apply.
- 11.9 In this clause 11, a major change is ***likely to have a significant effect on Employees*** if it results in:
  - 11.9.1 the termination of the employment of Employees; or
  - 11.9.2 major change to the composition, operation or size of GSA's workforce or to the skills required of Employees; or
  - 11.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 11.9.4 the alteration of hours of work; or
  - 11.9.5 the need to retrain Employees; or
  - 11.9.6 the need to relocate Employees to another workplace; or
  - 11.9.7 the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

- 11.10 For a change referred to in clause 11.1.2:
  - 11.10.1 GSA must notify the relevant Employees of the proposed change; and
  - 11.10.2 clauses 11.11 to 11.15 will apply.
- 11.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 11.12 If:
  - 11.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 11.12.2 the Employee or Employees advise GSA of the identity of the representative;

GSA must recognise the representative.

11.13 As soon as practicable after proposing to introduce the change, GSA must:

11.13.1 discuss with the relevant Employees the introduction of the change; and

11.13.2 for the purposes of the discussion--provide to the relevant Employees:

11.13.2.1 all relevant information about the change, including the nature of the change; and

11.13.2.2 information about what GSA reasonably believes will be the effects of the change on the Employees; and

11.13.2.3 information about any other matters that GSA reasonably believes are likely to affect the Employees; and

11.13.3 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).

11.14 However, GSA is not required to disclose confidential or commercially sensitive information to the relevant Employees.

11.15 GSA must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

11.16 In this clause 11:

**"Relevant Employees"** means the Employees who may be affected by a change referred to in clause 11.1.

## **12. Equal Opportunity**

12.1 GSA is committed to equal opportunity in employment. This commitment is consistent with the principles of equity, fairness and conforms to the spirit and intent of equal opportunity, anti-discrimination and affirmative action legislation.

12.2 GSA accepts its responsibility to create a work environment free from discrimination and harassment of all kinds and will act to ensure that the principle of merit operates unhindered by criteria prescribed by this clause. To this end GSA shall act to ensure that its Employees are free from any discrimination and harassing behaviour.

## **13. Anti-Bullying Policy**

13.1 Workplace bullying is behaviour aimed to demean, humiliate or intimidate individuals or groups and is not an acceptable part of GSA culture. GSA is committed to providing a healthy and safe environment that is free from bullying and workplace violence and where workplace bullying will not be tolerated. GSA is committed to having an anti-bullying policy in place, which may be amended from time to time.

13.2 Workplace bullying is defined as repeated, unreasonable behaviour directed towards a person or a group of persons in the workplace that creates a risk to health and safety. Within that definition:

- 13.2.1 "Unreasonable behaviour" means behaviour that a reasonable person, having regard to all the circumstances, would expect to humiliate, intimidate, undermine or threaten;
  - 13.2.2 "Behaviour" includes actions of individuals or a group, and may involve using a system of work as a means of victimizing, humiliating, undermining or threatening;
  - 13.2.3 "Repeated behaviour" means an established pattern of behaviour and not a single incident;
  - 13.2.4 "Risk to health and safety" includes risk to the mental or physical health of the person.
- 13.3 Workplace bullying may be carried out by a group rather than by an individual ("Mobbing"). Mobbing is the bullying or social isolation of a person through collective unjustified accusations, humiliation, general harassment or emotional abuse. Although it is group behaviour, specific incidents such as an insult or a practical joke may be carried out by an individual as part of mobbing behaviour.

#### **14. Organisational Policies**

- 14.1 GSA has a number of policies and procedures that apply to its Employees (**GSA Policies**). GSA Policies include:
- 14.1.1 Deliberately left blank.
  - 14.1.2 Hybrid Working from Home Policy (dated 02/2022);
  - 14.1.3 Learning and Development Policy (dated 01/2021);
  - 14.1.4 Respectful Workplace Policy (dated 03/2020); and
  - 14.1.5 Grievance and Dispute Resolution Policy (dated 01/2021).
- 14.2 GSA Policies in effect will at all times be available to, and accessible by, GSA staff either in print form or online.
- 14.3 GSA will consult with Employees when reviewing and amending any of these policies and procedures. GSA reserves the right to close the consultation period in order to finalise and implement the policies or procedures.
- 14.4 The terms of GSA Policies are not incorporated as terms of the Agreement.

#### **15. Work Organisation and Job Redesign**

- 15.1 This clause 15 sets out a collaborative and participative process for the ongoing design and organisation of work in GSA but is not intended to cover situations of major restructuring, such as in the event of significant funding cuts. It is agreed that job design is a process of determining the content, methods and relationships of jobs in order to satisfy technological and organisational requirements, as well as social and personal requirements of the job-holder.
- 15.2 It is agreed that there will be no retrenchments as a result of the application of job redesign to any work unit.



- 15.3 Normally, individual jobs should not be designed in isolation. The organisation and structure of the work unit in which the job is located should be taken into account.
- 15.4 Staff in the work unit and the NTEU workplace representative must be involved in the process. The manner of this involvement will be determined collectively by consultation between the relevant manager, and Employees and the NTEU, taking into consideration the following principles and guidelines.
- 15.5 Job Redesign Working Party
  - 15.5.1 The process of job redesign may include the establishment of a small joint union- management working party.
  - 15.5.2 The role of the working party is to co-ordinate and oversee the work and job redesign process and may include ensuring:
    - 15.5.2.1 facilitation in resolving problems (this does not prevent the use of the grievance or dispute settling procedures in this Agreement);
    - 15.5.2.2 overseeing the implementation of job redesign changes; and
    - 15.5.2.3 review and evaluation of the job redesign process and outcomes.
  - 15.5.3 The working party process may incorporate the following elements:
    - 15.5.3.1 provision of information regarding the purpose of the job redesign process to the Employees involved;
    - 15.5.3.2 collection and analysis of relevant data;
    - 15.5.3.3 development of options for change;
    - 15.5.3.4 consultation and feedback with Employees;
    - 15.5.3.5 development of an implementation plan;
    - 15.5.3.6 development of position descriptions; and
    - 15.5.3.7 review and implementation of the job redesign process and outcomes.
- 15.6 Job Redesign Principles
  - 15.6.1 Job redesign projects should take into account the following principles:
    - 15.6.1.1 each member of staff needs to understand that the work is significant and worthwhile, and has a substantial impact on the work unit;
    - 15.6.1.2 the objectives of the work group will be clearly stated;
    - 15.6.1.3 each job should provide a degree of freedom, independence and discretion in organising, scheduling or determining the procedures within standards required by GSA;

- 15.6.1.4 each job requires the completion of a whole and identifiable piece of work with clear objectives and visible outcome;
  - 15.6.1.5 each job will include tasks in which Employees accept responsibility for controlling the quality of their output;
  - 15.6.1.6 each person will be provided with direct and clear information about the effectiveness of their performance through client, supervisor, or team member response; and each job will comply with all current legislation related to Occupational Health and Safety, Equal Employment Opportunity and Affirmative Action, so that the duties of both the employer and Employees are upheld;
  - 15.6.1.7 Employees should be offered training in technical and interpersonal skills as well as opportunities for personal growth and for on-going learning;
  - 15.6.1.8 each job requires the use of a range of skills to carry out a variety of activities. Tasks should provide challenge and satisfaction with a balance between individual and team work;
  - 15.6.1.9 each job should have appropriate pay and conditions for the work and the level at which it is performed;
  - 15.6.1.10 each person needs to know that there is a desirable future in terms of career development, including promotional opportunities and remuneration; and
  - 15.6.1.11 comprehensive, clear and up-to-date written procedures should be available for all Employees.
- 15.6.2 As a general rule:
- 15.6.2.1 each job should require the performance of a minimum of four (4) distinct tasks;
  - 15.6.2.2 keyboard tasks should be no more than 40% of the work of any one job; and
  - 15.6.2.3 knowledge, experience and skill requirements of a job should reflect directly the task complexity and reasoning demands of the job.

## **CONSULTATIVE MECHANISMS**

### **16. Joint Consultative Committee**

- 16.1 A Joint Consultative Committee (**JCC**) composed of two nominees of the GSA Executive and two nominees of the NTEU (at least one of whom shall be a GSA Employee) shall be established to monitor and coordinate the implementation of this Agreement.

- 16.2 The Committee shall meet as required at the request of either party and shall operate by consensus.

## EMPLOYMENT ARRANGEMENTS

### 17. Mode of Employment

#### 17.1 General

- 17.1.1 GSA may employ persons on a full-time, part-time or casual basis. A full-time or part-time Employee may be engaged on a fixed-term basis under this Agreement. On engagement an Employee shall be given written advice of:

- 17.1.1.1 the date on which the employment is to commence, and in the case of a fixed-term contract Employee the duration and finishing date of employment;
- 17.1.1.2 in the case of a fixed-term contract Employee the particular circumstances under which the fixed-term contract of employment applies pursuant to clause 17.7.2;
- 17.1.1.3 the classification of the Employee;
- 17.1.1.4 the wage rate of the Employee;
- 17.1.1.5 the hours of duty and time of attendance of the Employee;
- 17.1.1.6 the terms and conditions of employment applicable to the Employee;
- 17.1.1.7 a copy of this Agreement.

#### 17.2 Definitions

- 17.2.1 "**Full-time employment**" means all employment other than "part-time", or "casual".
- 17.2.2 "**Part-time employment**" means employment for less than the normal weekly ordinary hours specified for a full-time Employee, for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked.
- 17.2.3 "**Fixed-term employment**" means employment for a specified term or ascertainable period and for which, during the term of employment, the contract is not terminable, by GSA, other than during a probationary period, or pursuant to the provisions of clause 20 Disciplinary Procedures, or for cause based upon serious or wilful misconduct.
- 17.2.4 "**Casual employment**" shall mean 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.

#### 17.3 Full-Time Employee

- 17.3.1 A full-time Employee is entitled to all the provisions of this Agreement.
- 17.4 Part-Time Employee – Set Hours
- 17.4.1 The hours of duty for a part-time Employee – Set Hours will be in accordance with clause 17.1 (Mode of Employment) and will be in accordance with clause 30 (Payment of Salary).
- 17.5 Part-Time Employee – Periodic Hours
- 17.5.1 A part-time Employee may be engaged on a periodic part-time basis. The weekly hours of a periodic part-time Employee may vary throughout the calendar year, provided that the aggregate amount of service in any one calendar year is not less than the Employees' substantive part time fraction. Payment of salary for a part-time Employee – Periodic Hours will be in accordance with clause 30 (Payment of Salary).
- 17.5.2 GSA shall only employ staff on a periodic basis where the category of employment is specifically identified and the need for this mode of employment has been identified and agreed with NTEU which will not be unreasonably withheld.
- 17.6 Casual Employee
- 17.6.1 Casual employment shall be used only for short-term work of an ad hoc nature, or for regular but intermittent part-time work.
- 17.6.2 A casual Employee shall work less than the normal weekly ordinary hours specified for a full-time Employee. Provided that such Employee may be engaged on a full-time basis during Orientation Week and periodic major events, or for up to four weeks to replace a permanent Employee who is on leave or secondment.
- 17.6.3 Casual Employees must not be used to replace continuous full-time, part-time or periodic Employees or positions. A casual Employee may be engaged on a full time basis to replace an Employee who is on paid or unpaid leave for a period of up to 13 weeks, or on a short term basis where a role is vacant or due to unplanned leave.
- 17.6.4 Subject to clause 17.6.5, a casual Employee shall be paid for a minimum of three hours for each attendance whether or not the time for which the person is hired is less than three (3) hours.
- 17.6.5 A casual Employee who is a student at the University of Melbourne shall be paid for a minimum period of two hours from Monday to Friday and three hours on Saturdays and Sundays.
- 17.6.6 A casual Employee who is a student at the University of Melbourne will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University of Melbourne, other than public holidays as applied at the University of Melbourne.
- 17.6.7 A casual Employee shall be paid per hour the ordinary rate plus the loading set out in clause 27. A casual Employee shall not be entitled to payment for

any of the holidays prescribed by clause 41 unless the Employee is required to work on such a day. A casual Employee shall only be entitled to family violence leave as prescribed in clause 59 and no other type of paid leave.

- 17.6.8 A casual Employee shall not be employed for more than sixteen (16) weeks at a time provided that where the Employee is a post-graduate student at the University of Melbourne the sixteen-week limitation shall not apply.

## 17.7 Fixed-Term Employment

### 17.7.1 Deliberately left blank

### 17.7.2 Fixed-Term employment may apply in the following circumstances:

- 17.7.2.1 Where the position is funded from a specific purpose grant for a project of limited duration;
- 17.7.2.2 Where the position is vacant as a result of an Employee's absence on leave (paid and/or unpaid) or secondment;
- 17.7.2.3 Where the position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task;
- 17.7.2.4 Where, following appropriate consultation as provided for in clause 11, a new organisational area is implemented and the practicality of permanently filling a position is dependent on the continuing operation of the area beyond 12 months. For the purpose of this provision, 'new organisational area' shall not include areas providing substantially similar services as had existed previously;
- 17.7.2.5 Where, following consultation with, and subject to agreement by, the NTEU, GSA wishes to create a new staffing position and the practicality of permanently filling the position is dependent on the continuing requirement for the position beyond 12 months. Agreement shall not unreasonably be withheld by the NTEU;
- 17.7.2.6 Where there is a requirement that work be undertaken by a person to be engaged who has recent practical or professional experience (e.g. Artistic Director/Theatre Coordinator), such a person may be engaged for a fixed period not exceeding three years. Such an appointment may be extended once only for a further two year period. Identification of such positions, and the extension of contracts connected to the same, shall be by agreement between GSA and NTEU;
- 17.7.2.7 Where the position is performing the duties of:
  - 17.7.2.7.1 A vacant position for which GSA has made a definite decision to fill and has commenced recruitment action;
  - 17.7.2.7.2 A position the normal occupant of which is performing higher duties pending the outcome of recruitment

action initiated by GSA and in progress for that vacant higher duties position;

17.7.2.7.3 Until a full-time or part-time Employee is engaged for the vacant position or vacant higher duties position as applicable;

17.7.2.7.4 Where a position relates to the overseeing or directing of a program or service that is a volunteer program, and that position is limited to applicants who are enrolled students at the University of Melbourne. The fixed term contract will not exceed 12 months.

17.7.3 Where a fixed-term Employee during the term of appointment is notified that there is to be either a renewal of the contract of employment or that a permanent appointment is to be made, GSA shall ensure that there is no break in employment between the Employee's appointments.

17.7.4 Where a fixed-term Employee is immediately after, or during the course of, their term of appointment employed by GSA on a permanent appointment, the Employee's period of fixed-term contract service shall count in full for all purposes.

17.7.5 Employment on a fixed-term contract shall count as service for all purposes.

17.7.6 A fixed-term Employee may be employed on either a full time or part time basis.

17.7.7 A fixed-term Employee shall be entitled to all the provisions of this Agreement. Entitlements for part time fixed-term Employees shall be calculated on a pro rata basis.

17.7.8 Where an Employee has been employed on a fixed-term contract pursuant to clause 17.7.2.4 or clause 17.7.2.5 and GSA intends to continue the employment beyond 24 months, and the Employee is performing substantially the same tasks, the position will be converted to ongoing employment.

17.7.9 Where an Employee has been employed on a fixed-term contract pursuant to clause 17.7.2 and the GSA requires the role beyond the term of the contract, GSA will offer the further employment to the Employee previously engaged on the fixed term basis (for the duration of the required role if it is not ongoing).

## 17.8 Notice and Severance Payments for Fixed-Term Employment

17.8.1 GSA shall provide to a fixed-term Employee a written notice of GSA's intention to renew, or not to renew, employment with GSA upon the expiry of the fixed-term contract. Such notice shall be the greater of:

Period of continuous service

up to three years

Period of Notice

2 weeks' notice

up to five years 3 weeks' notice

more than five years 4 weeks' notice

In addition to this notice, an Employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional two (2) weeks' notice.

17.8.2 A fixed-term Employee whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment shall be entitled to a severance payment in accordance with the following scale and in the following circumstances:

17.8.2.1 where an Employee is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in clause 17.7.2.1 or clause 17.7.2.3 and the same or substantially similar duties are no longer required by GSA; or

17.8.2.2 where an Employee is employed on a fixed-term contract to do work required for the circumstances described in clause 17.7.2.1 or clause 17.7.2.3 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; or

17.8.2.3 where an Employee is employed on a fixed-term contract to do work required for the circumstances described in clause 17.7.2.4 or clause 17.7.2.5 and the duties of the kind performed in relation to work are no longer required by GSA;

Period of Service	Retrenchment Pay
up to completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

## 17.9 Probation

17.9.1 All ongoing and fixed-term appointments may be subject to a period of probation provided that an existing Employee who is re-appointed or appointed to another position within GSA shall not be required to serve a new probationary period.

17.9.2 At the time of appointment on probation new Employees are to be provided with a copy of these procedures.

17.9.3 The purpose of probation is to provide new Employees with an induction to GSA and to ascertain whether an appointee meets the standards required of the position.

17.9.4 The length of the probationary period shall be three (3) months.

- 17.9.5 Probationary Employees shall receive all the benefits and entitlements of this Agreement.
- 17.9.6 Within a week of commencement, the supervisor shall meet with the Employee to:
  - 17.9.6.1 Explain the probation procedures to be followed and check that the Employee has been provided with a copy of these procedures.
  - 17.9.6.2 Ensure that the Employee has been provided with a copy of their position description and discuss the objectives, requirements, functions and key responsibilities of the position, including relevant job training options and career paths.
  - 17.9.6.3 Ensure that the Employee is introduced to colleagues, has the functions of the position explained, is informed of the procedural aspects of the job, administrative systems and the objectives and functions of the workplace.
  - 17.9.6.4 Establish the probation program timetable for the formal monthly meetings over the entire probation period.
- 17.9.7 A jointly signed statement shall be made at the end of this meeting, summarising the matters discussed.
- 17.9.8 Throughout the probation period the supervisor and Employee will meet together monthly, according to the established meeting timetable. The purpose of the meetings is for the supervisor and the Employee to:
  - 17.9.8.1 Review progress;
  - 17.9.8.2 Discuss problems and concerns;
  - 17.9.8.3 Provide assistance and advice;
  - 17.9.8.4 Identify training needs; and
  - 17.9.8.5 Clarify the requirements of the position.
- 17.9.9 A written and signed record shall be kept of all probation meetings. The Employee's signature shall indicate only that they have read the record. These reports shall be provided to the Employee.
- 17.9.10 Records of such meetings shall be placed on an Employee's personal file with a copy provided to the Employee.
- 17.9.11 Where probation reports indicate serious concerns, further support, advice and assistance must be provided in addition to the monthly meetings and this document (probation procedures) will again be drawn to the attention of the Employee.
- 17.9.12 The final monthly meeting shall be held to evaluate the probationary period. The supervisor shall inform the Employee of his/her recommendation



concerning the Employee's ongoing appointment on completion of the probationary period. The recommendation shall be that:

17.9.12.1 The appointment be confirmed; or

17.9.12.2 The probation be extended for a further three-month period; or

17.9.12.3 The appointment be terminated.

17.9.13 The recommendation to the CEO shall include a signed statement by the Employee and the supervisor indicating that the report and the recommendation have been discussed with the Employee.

17.9.14 An Employee who has been informed that their employment is to be terminated may, within 3 days of receiving notification, lodge a written appeal against the termination. An Appeal Committee will be convened within 5 days of lodgement, comprising:

17.9.14.1 One nominee of GSA;

17.9.14.2 One nominee of the NTEU;

17.9.14.3 An agreed chair.

17.9.15 The Committee shall determine its own procedures and shall report to the President of GSA on the outcome of an appeal within 5 working days of hearing the appeal. The Committee may recommend that:

17.9.15.1 The appeal be upheld and the appointment be confirmed; or

17.9.15.2 The probation be extended for a further three-month period; or the appointment be terminated.

17.9.16 An Employee may only be dismissed during the probationary period in accordance with these procedures, except in the case of serious and wilful misconduct.

17.9.17 The probationary period shall not be extended more than once.

## **18. Termination of Employment at the Initiative of the Employee**

18.1 Notice of termination required from an Employee shall be two weeks unless otherwise specified in his/her letter of appointment or otherwise agreed between the Employee and GSA.

## **19. Termination of Employment by GSA**

19.1 All decisions to terminate the employment of a staff member covered by this Agreement must be in accordance with the terms of this Agreement.

19.2 No action to terminate the services of an Employee shall be commenced before the disciplinary procedures or redundancy procedures of this Agreement have been carried out.

## **20. Disciplinary Procedures**

### **20.1 First Warning (Verbal)**

- 20.1.1 Where the work performance or conduct of an Employee is deemed unsatisfactory, the supervisor shall notify the Employee of the concerns or problems being experienced. A meeting will be convened between the Employee concerned and the appropriate management representative with two working days' notice to the Employee, provided that a longer notice period may be mutually agreed. The Employee concerned will have the right to have a NTEU representative present at the meeting.
- 20.1.2 The concerns or problems will be discussed, with management outlining all details including the production of any evidence that has led to this action.
- 20.1.3 The Employee and management will discuss and develop appropriate solutions to the problems, and realistic time frames will be agreed upon so that anticipated improvements can be demonstrated. This may involve training, counselling and regular monitoring of the matter. Management will give all reasonable assistance to the Employee to enable improvements to their work performance and/or workplace conduct to an acceptable level.
- 20.1.4 A written record of the agreed action/measures will be kept and placed on the Employee's personal file. A copy of the warning will be given to the Employee and placed on her/his personal file. After 12 months such record will be destroyed if no further disciplinary action occurs.

### **20.2 First Written Warning**

- 20.2.1 Where the problem for which the Employee has received a verbal warning persists or recurs, the CEO may issue a 'first written warning'. Prior to any discussions taking place, the Employee will be informed they have the right to have a NTEU representative present. The warning shall specify the reasons for the warning and detail how the Employee must improve or alter her/his performance.
- 20.2.2 The CEO shall then instigate a meeting with the Employee to discuss the written notice and reach agreement on the improvement required. Such agreement shall be appended to the written warning, together with an agreed time frame for reviewing compliance with the agreed action.
- 20.2.3 A copy of the warning will be given to the Employee and placed on her/his personal file. After six months such record will be destroyed if no further disciplinary action occurs.
- 20.2.4 This step can only be invoked in the event that it is clearly demonstrated that agreed actions/measures as defined in clause 20.1.3 have not been achieved in the agreed time frames.

### **20.3 Second (Final) Written Warning**

- 20.3.1 In the event the problem continues, and agreed actions/measures are not demonstrated and sustained, the Employee will be issued with a second and final written warning by the CEO. The warning shall specify the reasons for

the warning and detail how the Employee must improve or alter her/his performance.

20.3.2 The CEO shall then instigate a meeting with the Employee to discuss the written notice and reach agreement on the improvement required; such agreement shall be appended to the written warning, together with an agreed time frame for reviewing compliance with the agreed action. Prior to any discussions taking place, the Employee will be informed they have the right to have a NTEU representative present. A copy of the warning will be given to the Employee and placed on her/his personal file.

20.3.3 The Employee shall at this stage be warned that should performance not improve in the agreed timeframe; the Employee may be subject to a penalty as set out in clause 20.4.

20.4 If the matter is still not resolved after the completion of the review period agreed to in clause 20.3.2 for the final written warning GSA may:

20.4.1 withhold the Employee's salary increment for up to one year; or

20.4.2 demote the Employee by one or more increments or classification levels; or

20.4.3 transfer the Employee to a different position and pay the salary appropriate to that position; or

20.4.4 terminate the employment of the Employee by giving one month's written notice of termination.

20.5 Review of a decision to impose a disciplinary penalty of dismissal

20.5.1 Where as a result of disciplinary action a staff member's employment is terminated by GSA in accordance with clause 20.4.4 the staff member may within 5 working days of the date of notification of the decision write to the CEO and seek a review of the decision.

20.5.2 Where a staff member has lodged an appeal against a decision of the CEO to impose a disciplinary penalty, action pursuant to clause 20.4.4 shall be suspended pending the outcome of the review.

20.5.3 In seeking a review, the staff member must state the grounds on which they are seeking a review. The grounds for review are:

20.5.3.1 the penalty is too harsh; and/or

20.5.3.2 the conclusions reached on the evidence considered were incorrect; and/or

20.5.3.3 a miscarriage of process.

20.6 Review Committee

20.6.1 Where a staff member has made a written request for a review in accordance with clause 20.5 the President shall convene a Review Committee within ten (10) working days. The membership of the Review Committee shall comprise:

- 20.6.1.1 a chairperson agreed to by the NTEU and the GSA President;
- 20.6.1.2 a person chosen by the NTEU;
- 20.6.1.3 a person chosen by the GSA President.
- 20.6.2 The staff member and GSA may be represented by any person during the review provided that person is not a practicing barrister or solicitor.
- 20.6.3 Members of the Review Committee shall have the appropriate skills and knowledge to act impartially and have an understanding of the matter under review.
- 20.6.4 The terms of reference of the Review Committee are to review:
  - 20.6.4.1 whether there is sufficient evidence to support the finding of unsatisfactory performance or conduct;
  - 20.6.4.2 whether the provisions of clause 20 Disciplinary Procedures have been followed; and
  - 20.6.4.3 whether the penalty of termination is commensurate with the level of unsatisfactory performance or conduct.
- 20.6.5 The Review Committee shall:
  - 20.6.5.1 determine its own procedures which must be consistent with this clause;
  - 20.6.5.2 not be bound by the rules of evidence, but may inform itself on any matter in such a manner as it thinks appropriate;
  - 20.6.5.3 consider all the material relevant to the matter (including all material considered in any initial investigation) and any other material it thinks fit;
  - 20.6.5.4 provide the staff member with the opportunity to make representations to the Review Committee, and answer any matters either in writing or in person;
  - 20.6.5.5 provide the staff member with the opportunity to question any witnesses and present and challenge evidence;
  - 20.6.5.6 conduct the proceedings expeditiously with due regard for natural justice;
  - 20.6.5.7 conduct all proceedings in camera. No persons except the members of the Review Committee and any person providing secretarial assistance to the Review Committee shall be present during its deliberations after submissions have been completed;
  - 20.6.5.8 at the request of the staff member, keep a tape recording of the proceedings, but not its deliberations, which will be made available on request to either party;

- 20.6.5.9 permit the staff member and if the staff member wishes, his or her representative, to be present at all hearings where evidence is taken or submission are being made.
- 20.6.6 Members of a Review Committee will act impartially and only consider the case brought before it in the light of the grounds for review. No member of a Review Committee may represent the interests of either GSA or the staff member.
- 20.6.7 The Review Committee will report to the President and staff member as soon as reasonably possible, but within twenty (20) working days of first meeting. The President may, on application from the Review Committee, allow the Committee an additional amount of time in which to report. The staff member shall be informed in writing of the time and date of the meetings of the Review Committee.
- 20.6.8 The Review Committee shall make a recommendation in accordance with the grounds for review to the President who shall determine the matter.
- 20.7 Suspension from Duty
  - 20.7.1 The CEO may suspend a staff member from duty for a defined period of time where the CEO considers the matter sufficiently serious as to warrant action for serious misconduct. Suspension may be on full pay or without pay.
  - 20.7.2 Written notification of suspension, including the grounds for suspension shall be given to the staff member within two (2) working days of the suspension.
  - 20.7.3 A suspended staff member shall not have access to the workplace except with the knowledge and approval of the CEO and then only for the purpose of preparing any case under this clause.
  - 20.7.4 Allegations of serious misconduct leading to suspension from duty shall be referred to the Review Committee for consideration within ten (10) working days. The Review Committee shall be convened as a matter of urgency.

## **21. Redundancy**

- 21.1 Where it appears to the GSA Executive that a situation of redundancy has occurred, or is likely to occur, affecting Employees covered by this Agreement the GSA Executive shall immediately advise the NTEU to this effect and forthwith convene a meeting of the Joint Consultative Committee and provide all relevant details and reasons for redundancy to the Committee and to the Employee(s) concerned.
- 21.2 Employees shall be given eight (8) weeks' formal advice of their position becoming redundant.
- 21.3 During the eight (8) weeks following the date of advice of redundancy, GSA shall in consultation with the NTEU:
  - 21.3.1 Examine options for retraining;
  - 21.3.2 Examine measures that could be taken to avoid retrenchment;

- 21.3.3 Arrange counselling for the Employee(s) as required;
- 21.3.4 Offer the Employee(s) redeployment to a suitable vacant position within GSA where such a position exists and where the Employee satisfies the essential selection criteria for the position or could do so with reasonable training;
- 21.3.5 Offer the Employee(s) the option of voluntary separation.
- 21.4 Where redeployment options are provided in lieu of severance, an Employee shall have two (2) weeks in which to indicate acceptance or rejection of the offers.
- 21.5 Notwithstanding the provisions in this clause, the notice period in aggregate shall not exceed eight (8) weeks.
- 21.6 An Employee who has been given formal notice of redundancy shall be entitled to be retained as an Employee for the notice period referred to in this clause.
- 21.7 An Employee may elect to terminate before the expiry of the notice period in which case they shall be paid a lump sum in lieu of the remainder of the notice period in addition to the severance payments prescribed in clause 21.9 below provided that the maximum payment under this sub-clause shall be four week's pay.
- 21.8 An Employee who has received notice in accordance with clause 21.2 of this agreement shall be granted reasonable leave with full pay to investigate alternative job offers or to seek appropriate advice or counselling on early retirement.
- 21.9 Where an Employee has received formal notice that their position has been made redundant and an offer of redeployment to a position of substantially similar or identical duties is not available the Employee shall be paid the following standard severance entitlements:
  - 21.9.1 Four (4) weeks' pay per completed year of service pro rata to the completed month provided that such payment shall not exceed the amount which the Employee would have earned if the employment had proceeded to the Employee's normal retirement date.
  - 21.9.2 Provided that the total payment based on this provision shall not exceed eighteen (18) months' pay based on the salary at the time of the redundancy and shall not exceed the amount which the Employee would have earned if the employment had proceeded to the Employee's normal retirement date.
- 21.10 In addition, the Employee shall be paid the following standard severance entitlements:
  - 21.10.1 Pro-rata accrued annual leave entitlements plus 17.5% recreation leave loading.
  - 21.10.2 Those Employees with more than one (1) year's continuous service shall be paid pro rata long service leave.
- 21.11 Where redeployment options provided in lieu of severance include a position with substantially similar or identical duties performed by the Employee in the position

made redundant the severance payments identified in clause 21.9 shall not apply if all redeployment options are rejected by the Employee.

21.12 The provisions of this clause pertaining to redundancy shall not apply to:

21.12.1 casual Employees; or

21.12.2 the termination of persons engaged for a fixed-term by the expiration of that term.

## **22. Redeployment**

22.1 The following principles shall apply in cases of redeployment of Employees:

22.1.1 The continuing employment of permanent GSA Employees will not be adversely affected by redeployment.

22.1.2 The classification and salary level of permanent Employees will not be adversely affected by redeployment.

22.1.3 The recognition of the right of GSA to determine the allocation of resources within its control and operation.

22.2 Implementation

22.2.1 Where it is considered by the GSA Executive that the redeployment of a member of GSA staff may arise, a Redeployment Committee consisting of two nominees being a nominee of the President and a nominee of the NTEU shall be convened. The Redeployment Committee shall determine its own process.

22.2.2 Where GSA believes that organisational restructure is warranted, the responsible person shall present a documented case to the GSA Executive which will make an 'in-principle' decision on whether the proposal is to proceed or not.

22.2.3 GSA Employees potentially affected by a redeployment proposal shall be given access to appropriate information and, at the Employee's discretion, counselling regarding the options available. Such an Employee may involve their NTEU representative in this consultation.

22.2.4 In considering matters referred to it a Redeployment Committee shall base its examination of a proposed organisational restructure affecting GSA Employees on the following criteria:

22.2.4.1 the reasons for the restructure and expected outcomes;

22.2.4.2 the resource implications;

22.2.4.3 relevant documentation including current and proposed position descriptions;

22.2.4.4 implications for all GSA Employees involved in the restructure;

- 22.2.4.5 the preferred options of GSA Employees identified for redeployment;
- 22.2.4.6 equal employment opportunity principles and practice.
- 22.2.5 An Employee potentially affected by redeployment may submit a written report and shall have the option to appear in person before the Redeployment Committee. Assistance in preparing a report will be provided by GSA, if requested.
- 22.2.6 The Redeployment Committee shall satisfy itself that the proposed duties of the position after redeployment can reasonably be performed within the normal hours worked by the incumbent.
- 22.2.7 The Redeployment Committee report shall be provided to the President who will decide the issue in accordance with normal GSA policy and procedures.
- 22.2.8 GSA shall as part of the redeployment process seek to achieve the preferred option of the member of staff wherever possible, in cases where the preferred option of the member is unavailable or unsuitable, other options including retraining and Employee development shall be explored in order to broaden the alternatives available. Where satisfactory resolution of placement or duties cannot be achieved at this stage, GSA may direct the Employee to undertake the offered position or duties. The Employee shall abide by such direction without prejudice to any possible appeal.
- 22.2.9 Where the Employee feels aggrieved by the result of any redeployment action, that member may, within ten (10) working days of the date of receipt of the direction, appeal under the Grievance Procedures of clause 10. Any decision made under those procedures shall be final.

## **23. Individual Flexibility Agreement**

- 23.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth).
- 23.2 An Employee with 12 months or more service shall be entitled to enter into an individual flexibility arrangement with GSA in respect of:
  - 23.2.1 when work is performed;
  - 23.2.2 overtime rates;
  - 23.2.3 penalty rates;
  - 23.2.4 allowances; or
  - 23.2.5 annual leave loading.
- 23.3 An individual flexibility arrangement made under this clause can vary the effect of sub-clause 45.1.
- 23.4 The GSA shall ensure in relation to entering into an individual flexibility arrangement that:



- 23.4.1 It is genuinely agreed to by the GSA and the Employee.
- 23.4.2 It is about a “permitted matter” and is not an “unlawful term”, as defined in the *Fair Work Act 2009* (Cth).
- 23.4.3 The Employee will be better off overall as a result of entering into the individual flexibility arrangement than would have been the case if they had not done so.
- 23.4.4 The individual flexibility arrangement does not require that anyone else approve it, other than the Employee and the GSA.
- 23.4.5 The individual flexibility arrangement may be terminated at any time by agreement in writing, and can be terminated unilaterally at 28 days' notice.
- 23.4.6 The individual flexibility arrangement is agreed to in writing and signed by the Employee (or in the case of an Employee under the age of 18, by their parent or guardian) and the GSA.

## **24. Working with Children Checks**

- 24.1 As Employees may come into contact with children whilst working for GSA, all Employees are required to obtain and maintain a current Working With Children Check.
- 24.2 The cost of applications and renewals of Working With Children Checks will be borne by GSA.
- 24.3 Any Employees engaged by GSA at the time this Agreement is made, who are unsuccessful in obtaining a positive Working With Children Check will not have their employment jeopardised as a result of the outcome of the Working With Children Check.

## **REMUNERATION**

### **25. Salary Increases**

- 25.1 A 3% increase in salary will be effective from the first full pay period after the Agreement is approved by the Fair Work Commission, backdated to the first full pay period after 1 January 2021. The salaries are set out in column 3 of Schedule A of this Agreement.
- 25.2 A 3% increase in salary will be payable and will apply from 1 January 2022. The salaries are set out in column 4 of Schedule A of this Agreement.
- 25.3 A 3% increase in salary will be payable and will apply from 1 January 2023. The salaries are set out in column 5 of Schedule A of this Agreement.
- 25.4 A 3% increase in salary will be payable and will apply from 1 January 2024. The salaries are set out in column 6 of Schedule A of this Agreement.
- 25.5 The back payment component payable with respect to the increases in clauses 25.1 and 25.2 will be payable as a lump sum within one month of the approval of the Agreement.

## **26. Salary Indexation**

- 26.1 Prior to a salary increase set out in clause 25.1, 25.2 or 25.3 (whichever is applicable) taking effect, GSA will review Australia's inflation rate, as published by the Reserve Bank of Australia for the December period immediately prior to the salary increase. If that inflation rate has risen above the applicable salary increase amount, in consultation with the parties to this Agreement, GSA will review the relevant percentage increase for that particular year.

## **27. Casual Loading**

- 27.1 A casual Employee shall be paid per hour the ordinary hourly rate plus the following loadings:
- |        |      |                   |
|--------|------|-------------------|
| 27.1.1 | 25%  | Monday to Friday; |
| 27.1.2 | 50%  | Saturdays;        |
| 27.1.3 | 100% | Sunday;           |
| 27.1.4 | 150% | Public Holidays.  |

## **28. Salaries**

- 28.1 All Employees of GSA shall be employed in a classification level as specified in Schedule A and shall be paid the salary or a salary within the salary range assigned to that classification level.
- 28.2 The classification standards prescribed at Schedule D shall be the primary determinant of the classification levels of positions.

## **29. Increments**

- 29.1 The increments payable are set out in the salary scales in Schedule A.
- 29.2 Positions classified as permanent and fixed term positions provide for incremental progression through the respective salary range set out at Schedule A (increment).
- 29.3 Incremental progression occurs annually on an Employee's classification anniversary date. The classification anniversary date is either:
- |        |   |
|--------|---|
| 29.3.1 | for current Employees of GSA at the time of signing the agreement, 1 January provided that, where an increase has effect from 1 January, payment may be made on the first pay-day in the new calendar year; |
| 29.3.2 | the date a new Employee has commenced employment with GSA; or   |
| 29.3.3 | the date of effect of the higher classification following reclassification of a position or promotion or transfer to a new position.  |
- 29.4 An Employee who has progressed to the top of the salary range for the respective classification is not eligible for Incremental Progression.
- 29.5 Incremental progression occurs on the classification anniversary date where GSA is satisfied the Employee:

- 29.5.1 Met the requirements of the position in the twelve months preceding the classification anniversary date; and
- 29.5.2 The Employee has contributed to workplace productivity through attendance at work for the majority of the year (i.e. attended work for more than an aggregate of six (6) months preceding the classification anniversary date).
- 29.6 For the avoidance of doubt, GSA will make an assessment in clause 29.5 at the classification anniversary date. Where GSA is not satisfied that an Employee has satisfied the criteria in clauses 29.5.1 - 29.5.2, it will provide written reasons to the Employee.

### **30. Payment of Salary**

- 30.1 The salary payable to an Employee shall be payable fortnightly.
- 30.2 Salary payments shall be accompanied by a document in writing setting out particulars of the payments made, how the payment is calculated and any deductions made therefrom.
- 30.3 Payment for overtime worked by an Employee shall be made to the Employee no later than the pay day of the pay period immediately following the work cycle in which the overtime was worked.
- 30.4 An underpayment to an Employee shall be corrected and full payment made to the Employee within two working days except by mutual agreement.
- 30.5 A lost or damaged salary cheque shall be re-issued by where possible within two working days of notification by the Employee concerned.
- 30.6 Where the normal day for payment of salaries falls on a day prescribed as a holiday, salaries shall be paid not later than the last day on which GSA is open for business immediately preceding that holiday.
- 30.7 Payment of salary shall be by way of cheque or direct credit transfer. Where GSA and an Employee agree, an Employee may be paid salary by cheque or direct credit transfer into the Employee's bank or other recognised financial institution account. Notwithstanding this provision, if GSA and the majority of Employees in GSA agree, all Employees may be paid their salaries by direct credit transfer into Employees' bank or other recognised financial institution accounts.
- 30.8 For all permanent and fixed-term contract appointments the appointment may be terminated by the Employee giving the notice prescribed in clause 18.1 in writing. Subject to financial obligations imposed on GSA by any Act, if an Employee fails to give notice, GSA shall have the right to withhold monies due to the Employee to a maximum amount equal to the ordinary rate of pay for the period of notice not worked. Such notice period may be varied by agreement of the Employee and GSA.
- 30.9 Payment of Salaries – Part-Time Employee – Periodic Hours
  - 30.9.1 Subject to agreement in writing between the Employee and GSA, a periodic Employee may elect to receive their salary for hours worked on a given fortnight or averaged throughout the year.

- 30.9.2 In circumstances where a periodic part-time Employee has been paid an averaged salary in advance and whose employment is terminated part way through the year, GSA may deduct any amounts owing from the Employee's final payment.
- 30.9.3 Where a periodic part-time Employee's employment is terminated part way through the year and the balance of the salary proportionate to the hours worked has not yet been paid, the salary will be paid out at the appropriate fractional rate in the Employee's final payment.

## **31. Superannuation**

- 31.1 All Employees, other than casuals, will be eligible for an employer superannuation contribution, equal to 17% of the Employee's gross salary, paid to the relevant superannuation scheme, which includes the employer's Superannuation Guarantee Contribution.
- 31.2 Casual Employees, who are eligible to be paid superannuation under the superannuation guarantee legislation, will be paid a superannuation contribution equal to 11% of the Employee's gross salary, paid to the relevant superannuation scheme, which includes the employer's Superannuation Guarantee Contribution.
- 31.3 Unless an Employee chooses another complying superannuation fund, GSA shall pay the prescribed Superannuation Guarantee Contribution into GSA's default fund, UniSuper.
- 31.4 Employees have the option of changing super funds at any time during their employment. Any changes to funds will be a minimum of 3 months duration.
- 31.5 The choice of funds prescribed in clause 31.4 for the payment of superannuation contributions shall be at the election of the Employee.
- 31.6 GSA shall remit contributions to the relevant superannuation fund pursuant to the rules of the relevant superannuation fund. Where the relevant superannuation fund does not prescribe a schedule or timeframe for remittances of contributions GSA shall forward contributions not less than monthly.
- 31.7 Subject to the provisions of the Trust Deed and Rules of the fund an Employee may make additional contributions to the fund either as part of a voluntary salary sacrifice agreement with GSA in accordance with clause 32 of this Agreement, or without salary sacrifice. Such contributions shall be authorised in writing by the Employee and must be implemented by GSA within fourteen days of receiving the authorization.
- 31.8 **Absence from Work**
- 31.8.1 **Paid Leave** - Contributions shall continue whilst a member of the Fund is absent on all paid leave such as annual leave, long service leave, parental leave, public holidays, jury service, sick leave and bereavement leave.
- 31.8.2 **Unpaid Leave** - Contributions shall not be required to be made in respect of any absence from work without pay, with the exception of unpaid parental leave (see clause 31.9 below).

- 31.9 Employees are entitled to continue to receive superannuation contributions in respect of their ordinary income during periods of paid and unpaid parental leave. During periods of paid parental leave, superannuation contributions will be paid at the rate prescribed in clause 31.1. During periods of unpaid parental leave, superannuation contributions will be paid at the statutory rate.

## **32. Salary Packaging**

- 32.1 An employee may enter into a salary packaging arrangement with GSA for superannuation and/or any other arrangements agreed by GSA that are lawful and consistent with Australian Taxation Office (ATO) requirements.
- 32.2 Benefits provided by GSA pursuant to the above shall be limited to the following:
- 32.2.1 payment of the Employee's regular superannuation contribution where permitted by the superannuation fund;
  - 32.2.2 payment of the Employee's voluntary contributions to complying superannuation schemes, where permitted by the superannuation scheme.
- 32.3 Any pre-tax deduction (salary sacrifice) will not be deducted when calculating the Employee's payment on termination and so employee payments on termination shall be based on the applicable salary that would have applied had the Employee not entered into a salary sacrifice arrangement.
- 32.4 Participation in salary packaging shall be voluntary.
- 32.5 GSA will ensure that Employees are afforded the opportunity to obtain personal financial advice (at no cost or obligation to GSA) on whether salary packaging is appropriate.
- 32.6 All applicable taxes and costs associated with salary sacrificing, including reasonable administrative costs, are to be met by the Employee through salary deduction, subject to the Employee being provided reasonable notice of these costs before they are processed.
- 32.7 An Employee who enters into a salary packaging arrangement with GSA may elect, upon ten (10) working days' notice, to discontinue or rearrange the salary packaging.

## **33. Higher Duties Allowance**

- 33.1 An Employee who is required to perform the duties of another Employee on a higher wage scale for any reason for more than five working days shall be paid for the period for which such duties are assumed at a rate not less than that ordinarily paid to the Employee so relieved.
- 33.2 For the purpose of this clause a holiday shall count as part of the qualifying period.
- 33.3 Higher Duties Allowance shall be payable from the date the Employee commenced the higher duties.
- 33.4 The amount of higher duties payable will be assessed as a proportion of the higher rate payable based on the percentage of the higher duties performed and responsibilities undertaken and agreed before high duties commence.

- 33.5 An Employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause shall continue to be paid such an allowance for the leave period.
- 33.6 An allowance payable to an Employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowance including overtime.
- 33.7 An Employee shall not be required to perform the duties of another employee without prior approval from the GSA Executive and formal notification from the designated manager.
- 33.8 An Employee shall not be penalised in any way for a refusal to perform higher duties.

#### **34. Allowances**

- 34.1 Allowances will be increased at the same rate as pay increases for the term of the Agreement.
- 34.2 Travel allowances
  - 34.2.1 Where an Employee is required to work beyond their normal finishing time, GSA will provide the Employee with conveyance to the Employee's home or will reimburse additional reasonable travel costs (e.g. taxi fares) provided the Employee normally travels by public transport and the form of public transport normally used is not easily available and/or safe for travel.
- 34.3 Travel expenses
  - 34.3.1 Expenses for travel on GSA business will be reimbursed. Use of private vehicles may be authorised for GSA business however prior approval must be obtained. Where the use of private vehicles is authorised for GSA business, reimbursement at the rate in force at the time under ATO rates will apply.
- 34.4 Meal allowances
  - 34.4.1 Employees required to work more than two additional hours on a weekday or four additional hours on a weekend are eligible for a meal allowance of \$17.00 per day or a meal supplied by GSA.
- 34.5 Uniforms / Protective Clothing / Tool Allowances
  - 34.5.1 Uniforms, protective clothing and tools specified as a requirement of the position will be provided at no cost and replaced as necessary.
  - 34.5.2 The cost of repair, replacement or laundering of clothing damaged in the course of work will be reimbursed at the discretion of the appropriate supervisor/Divisional Manager.
  - 34.5.3 Where protective shoes are required these will be supplied, repaired and replaced as appropriate.
- 34.6 First Aid Allowance

- 34.6.1 An Employee who volunteers as a First Aid officer must have as a minimum a current Provide First Aid certificate. Such an Employee will be paid an allowance of \$13.70 per week of the period that they are rostered as First Aid Officers.
- 34.7 Availability Allowance
- 34.7.1 An Employee who is required to be available to return to work within 60 minutes of being called and to remain within mobile phone range will be paid an allowance of \$20 per day (while required to be available). Employees in receipt of an availability allowance shall be entitled to be paid appropriate additional hours' rates for work performed when called out, with a minimum of one hour being payable.
- 34.8 Higher Duties Allowance
- 34.8.1 Employees who are required to act in a position of higher classification than that which the Employee occupies continuously for a period of 5 days or more shall be paid an allowance computed in accordance with this clause.
- 34.8.2 Where an Employee qualifies for payment of a higher duties allowance, the allowance will be payable from the date the Employee commenced performing the higher duties.
- 34.8.3 The amount of higher duties payable will be assessed as a proportion of the higher rate payable on the percentage of the higher duties performed and responsibilities undertaken and agreed before higher duties commence.
- 34.8.4 Where an Employee who has acted in a higher position is subsequently promoted to that position, their increment date shall be the date at which they first began work in that position.
- 34.8.5 An Employee who at the time of proceeding on approved leave with pay (other than long service leave or parental leave) who was in receipt of an allowance under this clause will continue to be paid such allowance, if the allowance would have been paid but for the granting of leave.
- 34.9 Notwithstanding any other provisions in this clause 34, Employees receiving higher duties will accrue TOIL on the following basis:
- 34.9.1 Short-term higher duties: Employees receiving higher duties for less than 4 weeks will be eligible for TOIL in accordance with clause 37.
- 34.9.2 Long-term higher duties: Employees receiving higher duties for more than 4 weeks may negotiate their higher duties allowances in consultation with the CEO for the period they remain on higher duties.
- 34.10 Time spent by an Employee travelling on GSA business shall count as time worked by the Employee.
- 34.11 When an Employee is required to travel GSA will arrange to pay directly for substantial expenses such as interstate fares and accommodation.
- 34.12 Any other unforeseen expenses incurred to be approved by the GSA Executive.

## **WORKING ARRANGEMENTS**

### **35. Hours of Work**

- 35.1 The ordinary hours of duty for Employees shall be determined by GSA in accordance with this clause. Ordinary hours shall be worked between the hours of 8.00 am and 7.00 pm Monday to Friday inclusive. Specific working hours shall be determined in consultation with Employees. By mutual agreement between the employer and Employees hours may be worked on a flexible basis in accordance with clause 38.
- 35.2 The ordinary hours of duty shall not exceed an average of 36.25 hours per week, Monday to Friday, to be worked on the basis of 72.5 hours within a work cycle of fourteen consecutive days or 146 hours within a work cycle of 28 consecutive days.
- 35.3 The ordinary hours of work for part-time Employees shall be fixed when an Employee is engaged and may only be varied by mutual agreement between the employer and Employee.
- 35.4 Staff must record on the appropriate time sheet arrival and departure times for start and finish of work, lunch and any other absences on private business

### **36. Breaks**

- 36.1 Meal breaks
  - 36.1.1 An Employee shall not be required to work more than five consecutive hours without a break for a meal.
  - 36.1.2 A meal break shall be of at least 30 minutes but not more than one hour.
  - 36.1.3 Time taken as meal breaks shall not be paid for and shall not be counted as time worked.
- 36.2 Tea/coffee breaks
  - 36.2.1 Two paid ten-minute breaks may be taken, one in the morning and one in the afternoon or, by negotiation, one 20-minute break may be taken during the working day.
  - 36.2.2 Casual and part-time Employees working a shift of at least four hours are entitled to a paid ten-minute break during such shifts.

### **37. Overtime/TOIL**

- 37.1 All authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 35 shall be overtime and either accumulated as Time Off in Lieu (TOIL) as per clauses 37.11 and 37.15 - 37.16 or paid as overtime at the same rates prescribed in clause 37.10 . Time worked in excess of or outside the ordinary hours for the purposes of providing a service to an outside organisation will be paid as overtime in accordance with this clause.
- 37.2 In consultation with the Employees, GSA shall establish a procedure for approval of overtime, provided that the above procedure shall allow for Employees to work overtime without specific prior approval in emergency situations.



- 37.3 Approval for overtime worked must be sought from the Employee's supervisor/manager prior to the work being undertaken. However, where it is not reasonably possible to obtain prior approval, retrospective approval must be provided. Such approval must be requested on the next working day.
- 37.4 Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside of the fixed hours.
- 37.5 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle as defined in clause 33 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.
- 37.6 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.
- 37.7 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.
- 37.8 Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 37.9 The salary of an Employee for the purposes of computation of overtime shall not include shift work allowances or the casual loading prescribed by clause 27 but shall include higher duties allowance and any other allowance in the nature of salary.
- 37.10 The following rates shall apply in respect of overtime:
- 37.10.1 for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first 3 hours and ordinary rate plus 100% thereafter;
  - 37.10.2 for overtime worked on Sunday - ordinary rate plus 100%;
  - 37.10.3 for overtime worked on Public Holidays as defined in clause 41 - ordinary rate plus 150%.
- 37.11 TOIL will be accumulated on an hourly basis at the following rates:
- 37.11.1 for overtime worked Monday to Friday up to and including 5.00pm inclusive - hour for hour;
  - 37.11.2 for overtime worked on Friday after 5.00pm and on Saturday – 1.5 hours for each hour worked;
  - 37.11.3 for overtime worked on Sunday - 1.5 hours for each hour worked;
  - 37.11.4 for overtime worked on Holidays as defined in clause 41 - 2.5 hours for each hour worked.
- 37.12 An Employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of 3 hours payment in respect of that overtime notwithstanding the period of duty may be less than 3 hours.

- 37.13 Where more than one overtime attendance is involved the minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the Employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.
- 37.14 Rest relief after overtime
- 37.14.1 An Employee required to work so much overtime that there is not break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 37.14.2 Employees shall be entitled to a break of 12 hours between the cessation of work on one shift and the commencement of the next. Any time worked without a 12-hour break shall be paid, or accrued as TOIL, at the penalty rate of 200% until such time as a 12-hour break is taken.
- 37.14.3 For the purpose of this clause 'reasonable travelling time' shall mean the period of time normally required to travel from the place of residence of the Employee to the place of work and back.
- 37.15 TOIL will be taken at a time mutually agreed between the Employee and the relevant manager. TOIL will not normally be allowed to accrue to more than three days and will normally be taken within three months of accrual.
- 37.16 Accrued TOIL in excess of three days may be paid out in circumstances where the Employee and the CEO agree that it is not practicable to take TOIL in accordance with clause 37.15.
- 37.17 TOIL not taken on termination of employment will be paid out.
- 37.18 Except in circumstances beyond the employer's control, Employees shall be given twenty-four hours' notice of the requirement to work overtime.

## **38. Flexitime**

- 38.1 An Employee may work flexible hours (flexitime) by agreement with the CEO. The introduction of flexitime is subject to the requirements of operational efficiency and the maintenance of a level of staff adequate for effective communication and the proper discharge of day-to-day functions and responsibilities. It is also recognised that flexitime may be an important aspect of the commitment of GSA to family friendly work practices. Flexitime is based on co-operation and trust between Employees and management.
- 38.2 An agreement to work flexitime may only be terminated by mutual agreement.
- 38.3 Any time worked outside of the ordinary span of hours must be approved by the designated manager in accordance with the relevant provisions for overtime.
- 38.4 Core Time

38.4.1 All Employees are required to be on duty, except when on approved leave, between 10 am - 12 noon and 2 pm - 4 pm, provided that in the case of part-time Employees the core time may be reduced by mutual agreement on a pro-rata basis to take into account the Employee's time fraction.

38.5 Flexible Periods

8 am - 10 am (period during which Employees may commence work)

12 noon - 2 pm (period during which Employees may vary meal break)

4 pm - 6 pm (period during which Employees may leave work)

38.6 Staff must be present during core time (unless on scheduled core leave) but, subject to their duties and the consent of their supervisor, are free to elect hours on duty in flexible periods. By prior arrangement between supervisor and Employee, a maximum of 8 hours (2 days) core leave may be taken per 4 weeks in accordance with this clause.

38.7 The settlement period for flexible working hours is 2 weeks; i.e., double the standard weekly working hours must be worked for each fortnight, between the hours of 8 am and 7 pm. Up to one day debit or credit may be carried over from one fortnight to the next.

38.8 Staff must record on the appropriate time sheet arrival and departure times for start and finish of work, lunch and any other absences on private business.

**39. Rostered Days Off**

39.1 All ongoing and fixed term full-time Employees are entitled to one rostered day off (RDO) per month. All ongoing and fixed-term part-time Employees are entitled to RDOs on a pro rata basis.

39.2 GSA shall decide when RDOs will be taken and will notify Employees as to which day(s) each month will be designated as an RDO when such entitlement is due. GSA will consult with Employees as to their preferred day to take an RDO; however, GSA retains ultimate discretion in designating the day of the month on which an RDO is due. An RDO may, by mutual agreement between GSA and the Employee, be deferred and taken at an alternative date.

39.3 Any deferred RDO shall be taken within a period of 6 months from the date of the deferment.

39.4 GSA must make all reasonable endeavours to ensure that staff are able to take RDOs as and when they accrue. However, scheduled RDOs may be moved to another day due to operational requirements.

39.5 Where an Employee is required to work on a day they were originally rostered off, they will be paid at their applicable ordinary rate of pay for all work performed during ordinary hours on that day, with their scheduled RDO moved to an alternate day.

39.6 GSA may direct Employees to take any accumulated RDOs during a reduced period of activity.

- 39.7 This entitlement must be used within the calendar year it accrues and does not accumulate from year to year. Any unused leave entitlement is not payable to the Employee on the termination or cessation of their employment for any reason.
- 39.8 RDOs are not to interfere with Overtime/TOIL arrangements in clause 37 of this Agreement.

#### **40. Work from Home**

- 40.1 GSA will consider requests from Employees who wish to undertake work from home, and will not unreasonably refuse such requests.
- 40.2 GSA is committed to having a work from home policy in place, which may be amended from time to time.

### **LEAVE**

#### **41. Holidays**

- 41.1 Except as herein after provided, Employees shall be entitled to the following holidays without loss of pay:
- 41.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, and Labour Day;
- 41.1.2 or any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament
- 41.2 Provided that:
- 41.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 41.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 41.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 41.3 GSA is closed between Boxing Day (or substitute day) and New Year's Day (or substitute day) (Year-End Closure Period) without loss of pay for Employees via the provision of three 'Grace and Favour' days.
- 41.4 Normal work shall be performed on Labour Day this being a normal University working day. The parties agree that the Labour Day shall be replaced by a designated leave day for Employees who have worked on Labour Day.
- 41.5 An Employee, with agreement of GSA, may substitute a public holiday for a cultural or religious day of significance where GSA considers it safe and appropriate for the Employee to attend work during a public holiday.
- 41.6 An Employee shall not be required to attend work during the annual end-of-year University designated closedown period. There shall be no loss of pay for this Employee entitlement.

## **42. Annual Leave**

- 42.1 An Employee shall be entitled to annual leave on full pay at the rate of twenty-five working days for each completed year of service from the date of appointment.
- 42.2 If staff elect to take special leave on either Labour Day or Melbourne Cup day, this will count as 1.5 days of leave.
- 42.3 Where a public holiday occurs during the period an Employee is absent on annual leave and such holiday is observed by GSA, no deduction shall be made for that day from the annual leave credits of the Employee.
- 42.4 Where an Employee with accrued sick leave credits is ill for two or more consecutive working days whilst absent on annual leave, the Employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration by the Employee is submitted for the period of illness, be placed on sick leave and no deduction shall be made from the annual leave credits for the days in question.
- 42.5 The time of taking annual leave shall be by mutual agreement between the Employee and the CEO provided that:
  - 42.5.1 The Employee shall be entitled to take up to twenty-five working days annual leave as a single continuous period;
  - 42.5.2 The Employee may be granted annual leave in advance of the date on which the Employee will accrue an entitlement to such leave.
- 42.6 If the Employee and the CEO are unable to agree upon the time of taking of annual leave the matter shall be referred to the Council of GSA for resolution.
- 42.7 Where an Employee resigns or retires or is dismissed or otherwise terminated from employment the Employee shall receive payment in lieu of annual leave accrued but not taken provided that, in the event of termination of employment due to the Employee's death, such payment shall be made to the legal representative of the Employee, in all instances payment in lieu shall be for all annual leave accrued for each completed year of service plus a pro-rata amount for the current year of service calculated on a daily basis.

## **43. Excess Annual Leave**

- 43.1 Annual leave may accumulate to a maximum of 8 weeks. By agreement with the CEO, an additional 20 days may be accumulated
- 43.2 Employees will be notified in writing (not less than five days prior) when their annual leave balance is approaching the maximum allowable limit of 8 weeks and will be required to submit a proposal for reducing the leave balance to their supervisor within 10 working days of receiving such a notification.
- 43.3 The proposal will normally be accepted by the supervisor subject to the operational needs of GSA. In the absence of agreement about when to take the leave, or if the Employee does not submit a proposal in the time limit required, the Employee may be directed to take a period of annual leave within a three-month period as determined by GSA, provided that the Employee retains a balance of at least 4 weeks accrued annual leave after the end of the three-month period.

- 43.4 Where an Employee's employment ceases during an accrual year, the Employee will be entitled to a pro rata payment for the number of completed months of continuous service in that accrual year. This will be paid in the first full pay period following the date of termination.

#### **44. Purchased Leave**

- 44.1 An Employee (excluding an Employee in casual employment) may request and GSA may approve, at its discretion, the purchase of additional annual leave through a proportionate reduction in the Employee's annual salary.

- 44.2 Purchased leave:

44.2.1 May be approved subject to operational and GSA requirements and without adverse effect on workloads;

44.2.2 Is for one calendar year with requests and approvals not carrying over from a previous calendar year;

44.2.3 Does not incur a leave loading; and

44.2.4 May be purchased in multiples of one week up to four weeks as set out below.

	<b>Annual leave</b>	<b>Weeks utilised for Reduced Working Weeks Scheme</b>	<b>Total absence in weeks</b>
48-week year	5	4	9
49-week year	5	3	8
50-week year	5	2	7
51-week year	5	1	6

- 44.3 An Employee whose employment is terminated will be paid the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full time rate any termination payment must be made at this rate. If the Employee has taken leave in advance of paying for the leave, GSA may deduct any amounts owing from the Employee's final payment.

- 44.4 Where an Employee purchases additional annual leave, it is the responsibility of the Employee's supervisor to ensure that:

44.4.1 Any reallocation of workload is the subject of consultation with affected Employees; and

44.4.2 The approval of purchased leave does not create an unreasonable workload for any other Employee.

- 44.5 For the avoidance of doubt, GSA is prohibited from directing, requesting or pressuring an Employee to request Purchased leave in accordance with this clause 44.

#### **45. Annual Leave Loading**

- 45.1 An annual leave loading payment equal to 17.5% of five weeks' salary (subject to a maximum payment of the equivalent of the Commonwealth Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the payment) shall be payable for each completed year of a staff member's service.
- 45.2 Payment shall be made pro rata for periods of service less than 12 months.
- 45.3 Employees with 12 months or more service may elect to enter into an individual flexibility arrangement with GSA which provides for the Employee receiving annual leave loading as part of regular salary.

#### **46. Carer's Leave**

- 46.1 An Employee with responsibilities in relation to either members of their immediate family or members of their household shall be entitled to use, in accordance with this clause, five days non-cumulative special family leave for absences to provide care and support for such persons when they are ill or when an emergency renders it essential that the Employee attend to that person.
- 46.2 An Employee shall in addition be entitled to use, in accordance with this clause, an additional five days from the personal paid sick leave credits of the Employee as Carer's Leave for absences to provide care and support for such persons when they are ill, or when an emergency renders it essential that the Employee attend to that person.
- 46.3 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 46.4 The entitlement to use Carer's Leave in accordance with this clause is subject to:
  - 46.4.1 the Employee being responsible for the care of the person concerned; and
  - 46.4.2 the person concerned being either:
    - 46.4.2.1 a member of the Employee's immediate family or household; or
    - 46.4.2.2 a member of an indigenous Employee's immediate or extended family, household, and/or community.
  - 46.4.3 The Employee shall personally notify their line manager (or other designated person) via a method agreed upon by both parties of their intention to take leave under this clause, and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify their line manager (or other designated person) via a method agreed upon by both parties of such absence at the first opportunity on the day of absence. The line manager will enter the leave into GSA's HRIS and notify GSA staff of the absence.
- 46.5 An Employee may elect, with the consent of the CEO, to take unpaid leave in addition to the Carer's Leave of ten days for the purpose of providing care to a family member who is ill.

## **47. Sick Leave**

- 47.1 An Employee shall be entitled to sick leave on full pay at the rate of 15 days for each completed year of service from the date of appointment. Such leave shall be credited twelve months in advance provided that, in the first year of employment:
- 47.1.1 an Employee appointed on a permanent basis or a contract basis for a period of twenty-four months or more shall be credited on appointment with 30 days sick leave for the first two years of service;
  - 47.1.2 an Employee appointed on a contract basis for a period less than twenty-four months shall be credited on appointment with the amount of leave that would accrue during the period of the contract.
- 47.2 Sick leave shall accumulate if not taken.
- 47.3 Sick leave credits shall be transferable between Student Unions and shall be transferable from other employers approved for the purpose of determining long service leave entitlements as per clause 50 provided that such credits shall only be recognised where any break in service between the cessation of duty with an approved employer and commencement of duty with GSA does not exceed twelve months.
- 47.4 Where a public holiday falls during a period when an Employee is absent on sick leave and such holiday is observed by GSA, no deduction shall be made for that day from the sick leave credits of the Employee.
- 47.5 All sick leave credits and debits shall be expressed in terms of full hours.
- 47.6 Subject to clause 47.7 for any day of sick leave which forms part of a period in excess of three days during which the Employee is absent from work (including weekends and public holidays) or any period of absence in excess of six aggregate working days in any year of service, the Employee shall furnish proof of illness to GSA. A certificate from a registered physiotherapist, registered medical practitioner, registered chiropractor, registered dentist, registered osteopath, registered optometrist, registered naturopath, registered clinical or counselling psychologist or a statutory declaration by the Employee shall be accepted as proof of illness, in the absence of such proof, the period of absence from duty shall be without pay or, at the request of the Employee, shall be deducted from the recreation leave credits of the Employee.
- 47.7 Staff whose usual hours of work consist of one or two days of attendance per week will only be required to furnish proof of illness in the following circumstances:
- 47.7.1 if they are absent on sick leave for two or more of their days of attendance consecutively; or
  - 47.7.2 for any period of absence in excess of six aggregate working days in any year of service.
- 47.8 An Employee who contracts an infectious disease classified as notifiable to the Victorian Health Commission, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted isolation leave on full pay for the period that the Employee



is required to be absent and shall not have such leave deducted from sick leave credits.

- 47.9 The Employee shall personally notify their line manager (or other delegated person) by telephone prior to their absence of the intention to take leave under this clause, and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify their line manager (or other delegated person) by telephone of such absence at the first opportunity on the day of absence. If an Employee cannot reasonably contact their line manager (or other delegated person) by telephone, they may send a text message to their line manager (or other delegated person) and reception, if agreed in advance with the line manager. The line manager will enter the leave into GSA's HRIS and notify GSA staff of the absence.

#### **48. Mental Health Leave**

- 48.1 Subject to clause 48.2 below, a Full Time Employee shall be entitled to up to 10 days mental health leave each calendar year (and pro rata entitlement for part time Employees).
- 48.2 The purpose of the leave is to provide Employees with access to paid leave to support an absence from work to support the Employee's mental health.
- 48.3 The entitlement to leave under this clause is only available if the Employee has exhausted all accrued personal leave and RDO entitlements immediately prior to seeking to access this mental health leave.
- 48.4 The payment for leave is at the Employee's ordinary rate of pay for the day (excluding penalties, loadings and allowances).
- 48.5 This entitlement must be used within the calendar year it accrues and does not accumulate from year to year. Any unused leave entitlement is not payable to the Employee on the termination or cessation of employment for any reason.
- 48.6 The Employee is required to comply with any GSA notice and procedural requirements applicable in order to use the leave. That includes that the Employee can only take the leave if they have received prior written approval from their supervisor or manager (or other delegated person) unless in exceptional circumstances as approved by the Employee's manager or CEO.

#### **49. Compassionate Leave**

- 49.1 Subject to prompt notice being given to the employer, every Employee shall upon the death, serious illness or serious injury of a member of the Employee's immediate family or household or any other person approved by the employer (including a close friend) be entitled to leave of absence without loss of pay, for a period not exceeding three days and, when required, a further period of paid leave not exceeding five days.

#### **50. Long Service Leave**

- 50.1 Long service leave shall be in accordance with and administered by the Portable Long Service Leave Scheme.

- 50.2 Employees are required to access any long service leave entitlements from the portable long service leave scheme administered by the Portable Long Service Leave Scheme.
- 50.3 Portable Long Service Leave Scheme is the recognised portable long service leave fund for the Employees. The Employees shall be registered with the scheme on commencement of employment. An Employee and/or the Employee's representative shall have full access to all information supplied by the Employer to the scheme about the Employee for compliance purposes and GSA shall authorise the scheme to release this information to the Employee, and/or the Employee's representative in compliance with the *Fair Work Act 2009* (Cth).

## **51. Parental Leave**

### **51.1 General**

- 51.1.1 Parental leave is the generic term for maternity, primary caregiver, domestic partner, and co-parent leave. Subject to the terms of this clause, Employees are entitled to parental leave in connection with the birth or adoption of a child.

### **51.2 Primary Caregiver Leave**

- 51.2.1 The following provisions shall apply provided that the entitlement to a period of up to 52 weeks primary caregiver's leave shall be reduced by any period of parental leave taken by the Employee's domestic partner or co-parent in relation to the same child. Apart from any period of paid domestic partner or co-parent leave parental leave shall not be taken concurrently with primary caregiver leave.
- 51.2.2 The Employee must produce, in relation to any period of primary caregiver's leave to be taken, a statutory declaration stating:
- 51.2.2.1 that they will take that period of primary caregiver's leave to become the primary care-giver of a child;
  - 51.2.2.2 particulars of any period of parental leave sought or taken by their domestic partner; and
  - 51.2.2.3 that for the period of primary caregiver's leave they will not engage in any conduct inconsistent with his/her contract of employment.
- 51.2.3 This provision applies only to staff members who are the primary caregivers and who are taking primary caregiver leave either:
- 51.2.3.1 at the time when the staff member or their domestic partner has given birth; or
  - 51.2.3.2 at the time when the adoption placement or like agreement takes effect. This provision would only apply to the adoption or like placement of a child under the age of 16 years old.

- 51.2.4 A staff member of GSA who has served for a continuous period of not less than 24 months shall be entitled to:
- 51.2.4.1 leave on full pay for a continuous period of 12 weeks to be taken within the period commencing six weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery, or in the case of adoption commencing from the date of placement; plus
  - 51.2.4.2 additional leave for a continuous period of up to 40 weeks on 60% of salary to bring the aggregate period of leave to a continuous period of 52 weeks.
- 51.2.5 A staff member who has served for a continuous period of less than 24 months shall be entitled to:
- 51.2.5.1 leave on full pay for a continuous period at the rate of one week for each month of service, to a maximum of twelve weeks, to be taken within the period commencing six weeks prior to the expected date of delivery and concluding twelve weeks after the actual date of delivery, or in the case of adoption commencing from the date of placement; plus
  - 51.2.5.2 additional leave without pay as will bring the aggregate period of leave to a continuous period of 52 weeks. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve months after the commencement of the period of paid leave.
- 51.2.6 A staff member who takes a second period of primary caregiver leave that overlaps or immediately follows a period taken under conditions as per clause 51.2.4 shall be granted leave for the second period of primary caregiver leave under the provisions of clause 51.2.5.
- 51.2.7 A staff member on primary caregiver leave who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid primary caregiver leave shall upon the submission of a medical certificate or statutory declaration be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid primary caregiver leave expires.
- 51.2.8 The member of staff shall provide written notice to the CEO not less than four weeks preceding the date upon which they propose to commence primary caregiver leave stating the period of leave to be taken save that GSA may waive the requirement for notice in special circumstances.
- 51.2.9 A member of staff shall be entitled to extend the period of primary caregiver leave provided that they provide written notice of fourteen days to the CEO and the total period of leave is not in excess of the maximum aggregate period of entitlement to leave. A request to reduce the period of leave originally specified shall be subject to approval by the CEO.
- 51.2.10 A staff member shall confirm her/his intention to return to work by providing written notice to the CEO of not less than four weeks prior to the expiration

of the period of primary caregiver leave or of the period of leave granted. A staff member on primary caregiver leave shall have the right to return to the position and fraction of employment held prior to taking primary caregiver leave.

51.2.11 A staff member whose pregnancy having proceeded for a period of not less than twenty weeks terminates by miscarriage or results in a still-born child shall be entitled to:

51.2.11.1 paid leave as per clause 51.2.4.1 or 51.2.5.1 as the case may be or where the member of staff has commenced such leave that period of paid leave outstanding; plus

51.2.11.2 such leave without pay as will bring the aggregate leave to a continuous period not exceeding 26 weeks or to such longer period as may be certified by a medical practitioner up to a maximum of 52 weeks.

### 51.3 Domestic Partner or Co-Parent leave

51.3.1 A domestic partner or co-parent who has accepted responsibility for the on-going care of a child shall be entitled to leave on full pay for ten consecutive working days or for a period which in the aggregate does not exceed ten working days. Such leave will normally be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six weeks after the birth of the child or, in the case of adoption of a child, within six weeks from the date of placement.

51.3.2 The member of staff shall, not less than ten weeks prior to the proposed period of leave, give GSA notice in writing stating the dates on which they propose to start and finish the period of leave.

51.3.3 The member of staff shall not be in breach of this clause as a consequence of failure to give the notice required in clause 51.3.2 if such failure is due to:

51.3.3.1 the birth occurring earlier than the expected date;

51.3.3.2 the death of the mother of the child; or

51.3.3.3 other compelling circumstances.

51.3.4 The member of staff shall immediately notify the CEO of any change in the information provided.

51.3.5 Domestic partner or co-parent leave, applied for but not commenced, shall be cancelled when the pregnancy of the mother terminates other than by the birth of a living child.

### 51.4 Return to Work

51.4.1 An Employee on parental leave shall have the right to return to the position and fraction of employment held prior to taking parental leave.

51.4.2 An Employee who was transferred to a safe job because of her pregnancy shall have the right to be employed in the position held immediately before the transfer.

51.4.3 An Employee who began working part-time because of her pregnancy shall have the right to be employed in the position held immediately before she began working part-time.

#### 51.5 Return to Work -Fractional

51.5.1 An Employee returning to work from a period of parental leave may seek to return at a reduced employment fraction. The CEO shall not unreasonably reject a request for a partial return to work.

51.5.2 Return to work on a reduced employment fraction may commence no earlier than the completion of any paid parental leave.

51.5.3 An Employee wishing to return to work at a reduced fraction shall advise the CEO not less than four weeks prior to the expiration of the period of parental leave of the intention to return at a reduced fraction. At the time of notifying an intention to return to work at a reduced fraction the Employee shall notify both the preferred fraction and the desired duration of the reduced fraction of employment.

51.5.4 The fraction and duration of employment shall be mutually agreed but, as a guide, the fraction should not normally be less than 40% or more than 60% and the total period of parental leave should not normally be longer than five (5) years.

51.5.5 The Employee shall have the right to revert to the pre-parental leave position and fraction of employment at the expiry of the agreed period.

#### 51.6 Delayed Return to Work

51.6.1 An Employee on parental leave may seek to extend the period of leave without pay. The CEO shall not unreasonably reject a request for a delayed return to work

51.6.2 An Employee wishing to extend the period of leave without pay shall advise the CEO not less than twelve weeks prior to the expiration of the period of parental leave of the intention to extend the period of leave without pay. At the time of notifying an intention to extend the period of leave without pay the Employee shall notify the desired duration of the extension of leave without pay.

51.6.3 The extension of leave without pay shall be mutually agreed but, as a guide, the total period of parental leave should not normally be longer than five (5) years.

51.6.4 The Employee shall have the right to resume the position and fraction of employment held prior to taking parental leave at the expiry of the agreed period.

## 51.7 Conditions of Leave

- 51.7.1 A period of parental leave shall not break an Employee's continuity of service. Subject to clause 61.1.4 a period of parental leave will not count as service except for the purpose of determining the Employee's entitlement to a later period of parental leave.
- 51.7.2 Normal incremental advancement within salary classifications shall continue during parental leave.
- 51.7.3 An Employee on the paid portion of parental leave shall not engage in outside employment.
- 51.7.4 Subject to clause 51.2.7 paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an Employee during their absence on unpaid parental leave.
- 51.7.5 Provided the aggregate period of any leave does not exceed the period to which an Employee is entitled an Employee may take any annual leave or long service leave, or any part thereof to which they are entitled, to cover any of the period of unpaid parental leave.
- 51.7.6 An Employee employed on a fixed-term contract whose contract expires during a period of paid parental leave shall not be eligible for further parental leave after the date of expiry of the contract unless they are re-employed on a permanent basis or on a further fixed-term contract. The provision of parental leave shall not be grounds for a refusal by GSA to offer re-employment where the work being performed under the fixed-term contract continues to be required by GSA.
- 51.7.7 Appropriate certification relating to the birth or adoption of the child and, where appropriate, the Employee's legal responsibility must be produced if required by GSA.

## 52. Community Service (including Jury Service)

- 52.1 An Employee will be entitled to community service leave in accordance with the NES in the *Fair Work Act 2009* (Cth) (except that entitlements for jury service are below).
- 52.2 An Employee who is required to attend a Court for the purpose of jury service shall be entitled to leave on full pay for the duration of such attendance.
- 52.3 Where an Employee who is on long service leave or recreation leave is required to attend a Court for the purpose of jury service the Employee shall be placed on leave as per clause 52.1 and no deduction shall be made from the long service leave or recreation leave credits of the Employee for the day or days of attendance for jury service.
- 52.4 Any fees paid to an Employee by reason of jury service shall not be deducted from the Employee's salary.

**53. Special Leave**

- 53.1 In cases of pressing necessity other than illness of the Employee, the employer may grant additional paid leave at the discretion of the GSA Executive.

**54. Leave for Training in Industrial Relations and Dispute Resolution**

- 54.1 Leave of absence on full pay for up to five days per calendar year may be granted to an Employee to attend short courses or seminars on industrial relations or dispute resolution on the following conditions.

54.1.1 That GSA's operating requirements permit the granting of leave;

54.1.2 That the scope, content and level of the short courses is such as to contribute to a better understanding of workplace Employee relations and dispute resolution;

54.1.3 Leave on full pay in excess of five working days and up to ten working days may be granted to an Employee in any one calendar year subject to the total leave granted in that year and in the subsequent calendar year not exceeding ten working days;

54.1.4 Payment will be at the ordinary rate of pay and will not include shift and other penalty payments, or overtime;

54.1.5 GSA will be provided prior formal advice of the training course at least 10 working days before the commencement of the course. The formal advice must detail the duration of the course, the course outline and the venue of the course. This formal advice should accompany an application for leave by the Employee;

54.1.6 Expenses associated with attendance at such courses or seminars e.g. fares, accommodation, meal costs and course materials will be met by the Employee concerned.

**55. Leave to attend NTEU Council**

- 55.1 Delegates to NTEU Council shall be granted leave with pay for the purposes of attending State and National Councils of the NTEU.

**56. Leave and Make-Up Pay for Incapacitated Staff Members**

- 56.1 Leave for Incapacitated Employees

56.1.1 An Employee who suffers injury causing total incapacity for work and who receives compensation in respect of such total incapacity pursuant to either the *Workers' Compensation Act 1958* or the *Accident Compensation Act 1985* shall be granted leave by GSA.

56.1.2 Leave granted pursuant to clause 56.1.1 shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury.

- 56.1.3 Where an Employee attempts a graduated return to work, that fraction of the week that the Employee is performing duties will not be counted in the aggregate period of leave provided for in clause 56.1.2.

## 56.2 Make-Up Pay for Incapacitated Employees

- 56.2.1 An Employee who suffers injury causing total or partial incapacity for work and who receives compensation in respect of such incapacity pursuant to the *Workers' Compensation Act 1958* and the *Accident Compensation Act 1985* or either of them shall be paid accident make-up pay by GSA equal to the difference between the rate of pay payable if the Employee had continued to perform the duties being performed immediately preceding the occurrence of the injury (excluding any payment for travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred) and the sum of:

56.2.1.1 the amount of weekly compensation received by the Employee;  
and

56.2.1.2 the weekly amount the Employee may be earning in the employment in which the Employee is employed by reason of any partial incapacity.

- 56.2.2 The maximum period or aggregate of periods of accident make-up pay to be paid by GSA shall be a total of 52 weeks for any one injury.

- 56.2.3 Where an Employee attempts a graduated return to work, that fraction of the week that the Employee is performing duties will not be counted in the aggregate period of accident make-up pay provided for in clause 56.2.2.

- 56.2.4 An Employee who is partially incapacitated and who cannot obtain suitable employment with GSA but who has obtained suitable employment with another employer shall continue to be paid accident make-up pay by GSA at the rate prescribed in clause 56.2.1 provided that the Employee furnishes evidence to the satisfaction of GSA of the rate of weekly compensation and the rate of actual earnings the Employee is receiving from the other employer.

## 56.3 Use of Sick Leave

- 56.3.1 An Employee who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the *Workers' Compensation Act 1958* and the *Accident Compensation Act 1985* or either of them shall have restored to the credit of the Employee sick leave equal to the value of the sick leave taken in respect of that incapacity.

## 56.4 Return to Work

- 56.4.1 An Employee who has suffered injury causing total or partial incapacity for work shall be entitled upon returning to full duty at GSA to occupy an office equivalent to that occupied by the Employee immediately prior to the occurrence of the injury.



## 56.5 Termination of Services

56.5.1 GSA shall not terminate the employment of an Employee who has been granted leave pursuant to this clause prior to the expiry of such leave or in the case of an Employee receiving make-up pay for partial incapacity prior to the expiry of the period for which such payment is payable except where such termination is due to serious and wilful misconduct on the part of the Employee.

## 57. Leave for Religious Purposes

57.1 An Employee shall be entitled to leave without pay of up to three working days in any calendar year for the purpose of observance of religious occasions.

57.2 A staff member and their supervisor may agree to substitute any holiday prescribed in clause 41 above for a cultural or religious day of significance to the staff member.

57.3 GSA may require that satisfactory evidence, such as a statutory declaration, is submitted to the CEO in support of a claim for such leave.

## 58. Leave for Aboriginal And Torres Strait Islander Cultural Purposes

58.1 Employees who identify and are accepted as members of Aboriginal or Torres Strait Islander communities shall be entitled to leave without pay up to a maximum of three working days in any calendar year for the purpose of fulfilling ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals, smoking or cleansing, and sacred site or land ceremonies.

58.2 A staff member and their supervisor may agree to substitute any holiday prescribed in clause 41 above for a cultural day of significance to the staff member.

58.3 GSA may require that satisfactory evidence, such as a statutory declaration, is submitted to the CEO in support of a claim for such leave.

## 59. Family and Domestic Violence Leave

59.1 GSA recognises that Employees may sometimes experience violence or abuse in their domestic life, which may impact on their attendance or performance at work. As such, GSA is committed to providing support to Employees who experience Family Violence.

59.2 For the purpose of this clause 59, the definition of Family and Domestic Violence has the meaning given by the *Fair Work Act 2009* (Cth), as amended from time to time.

59.3 Subject to clauses 59.5 and 59.6, an Employee, including a casually employed Employee, experiencing Family Violence is entitled to 20 days (pro rata) paid Family Violence Leave for the purpose of attending medical appointments, legal proceedings, or other activities directly related to Family Violence.

59.4 Family Violence Leave:

59.4.1 is in addition to existing leave entitlements;

59.4.2 is not cumulative;

- 59.4.3 is not payable on termination of employment; and
- 59.4.4 may be taken as single days, or as part of a day.
- 59.5 An Employee must give GSA notice of taking Family Violence Leave as soon as practicable, and must also advise GSA of the period, or expected period, of the leave.
- 59.6 An Employee who has given notice of taking Family Violence Leave must, if required by GSA, provide evidence that the leave is taken for a reason specified in clause 59.3. Such evidence is to be provided in the form of:
  - 59.6.1 a document issued by the Police Service, a relevant Court; a doctor or registered nurse, a Family Violence support service, or a lawyer; or
  - 59.6.2 any other documentation approved by the CEO.
- 59.7 In order to provide support to an Employee experiencing Family Violence, GSA will take the following measures:
  - 59.7.1 Keep confidential all personal information relating to Family Violence, consistent with applicable legislation. No information relating to Family Violence will be kept on an Employee's personnel file without their written consent.
  - 59.7.2 Reasonably provide an Employee experiencing Family Violence with access to flexible work arrangements, where appropriate.
  - 59.7.3 An Employee experiencing Family Violence may raise the issue with their immediate supervisor or the CEO.
  - 59.7.4 Referral of Employees to appropriate Family Violence support services.
  - 59.7.5 Employees that disclose their experience of Family Violence will not be treated adversely on the basis of that disclosure.
- 59.8 An Employee that supports a person experiencing Family Violence may take personal (carer's) leave for the purpose of accompanying that person to court or hospital, or provide care to the person's child/ren, for reasons directly related to Family Violence.
- 60. Leave without Pay**
- 60.1 An Employee may be granted leave without pay at the discretion of the CEO in order to facilitate secondments or for such other reasonable purpose as may be requested by an Employee.
- 61. Leave to Count as Service**
- 61.1 Without detracting from what may be specified elsewhere in this Agreement the following shall count as service in determining the entitlement of an Employee to leave and for all other purposes:
  - 61.1.1 Any period of paid leave with long service leave taken on half pay counting as normal service;

- 61.1.2 Any continuous period of sick leave without pay not exceeding twenty working days;
- 61.1.3 Any period of sick leave without pay not exceeding in the aggregate twenty working days in any year of service;
- 61.1.4 Any period of unpaid parental leave as per clause 51 not exceeding twenty-six weeks;
- 61.1.5 Any period of leave pursuant to clause 56 not exceeding fifty-two weeks in aggregate in respect of any one injury;
- 61.1.6 Any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.

## **TRAINING AND STUDY LEAVE**

### **62. Staff Training**

- 62.1 GSA will make an annual budget allocation to fund the training and development of all staff. The funds will be distributed so that 70% of the available funds will be accessible to individual staff members for training purposes approved by the CEO and will be distributed to individual Employees based on their ordinary hours. The remaining 30% of the budget allocation will be available as a pool for all staff to access to top up their individual allocation. GSA or an Employee may propose training consistent with the organisational job requirements.
- 62.2 Where it is agreed that training pursuant to clause 62.1 should be undertaken by an Employee:
  - 62.2.1 That training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the Employee concerned shall not suffer any loss of pay. GSA shall not unreasonably withhold such paid training leave;
  - 62.2.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in libraries) incurred in connection with the undertaking of training shall be reimbursed by GSA upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress, where the course is being undertaken at the initiative of the Employee and that where GSA pays for textbooks, they shall remain the property of GSA; and
  - 62.2.3 Travel costs of a nature approved by the CEO and incurred by an Employee undertaking training which exceed those normally incurred in travelling to and from work shall be reimbursed by GSA.
- 62.3 An Employee who undertakes approved training outside of the ordinary working hours of the Employee shall accrue TOIL at overtime rates.

### **63. Study Leave**

- 63.1 Subject to the approval of the Executive and recommendation by the CEO a permanent Employee undertaking an approved course of study shall be eligible for study leave of up to four hours per week including appropriate travelling time without the loss of pay in respect of the study requirements of any recognised secondary or post-secondary course of study, diploma, degree or postgraduate diploma or other approved course or to examinations of those courses provided the operation of the Employee's duties will not be prejudiced unduly. Such leave can be accumulated up to one week maximum per semester.

### **64. Occupational Health and Safety Representatives' Training**

- 64.1 GSA is committed to:
- 64.1.1 the promotion of health, safety and welfare of its Employees, both physical and mental;
  - 64.1.2 the protection of Employees from risks to health and safety through the elimination wherever possible of potential hazards;
  - 64.1.3 the achievement of a safe and hygienic workplace;
  - 64.1.4 a consultative approach in the dissemination of information to do with, and the solution of, problems associated with health and safety.
- 64.2 To this end GSA shall act to ensure that:
- 64.2.1 safe premises, plant and systems of work are provided and maintained;
  - 64.2.2 sufficient information on hazards and instruction, training and supervision is provided to enable Employees to work safely;
  - 64.2.3 Health & Safety Representatives and other Employees are consulted and co-operated with on health and safety matters in the workplace;
  - 64.2.4 adequate safety equipment is provided.
- 64.3 GSA will fully fund the training of elected health and safety representatives at an approved OH&S training program of the Employee's choice.

## **COMPLIANCE**

### **65. Availability of the Agreement**

- 65.1 Copies of this Agreement shall be made available to all existing Employees and any future Employees.

### **66. Notices**

- 66.1 A duly authorised representative of the NTEU shall have the right:
- 66.1.1 to post any official notice of the NTEU in the GSA Office; and
  - 66.1.2 to distribute any official notice of the NTEU in the GSA Office.

66.2 For the purpose of this clause 'a duly authorised representative of the NTEU' means a person authorised by the Division Secretary of the NTEU.

**67. Representation**

67.1 GSA recognises the right of the NTEU to act as an agent on behalf of its members in matters pertaining to their employment with GSA.

67.2 For this purpose duly accredited representatives of the NTEU shall be permitted to interview Employees during the ordinary hours of work for reasonable periods of time.

67.3 For the purpose of investigating any suspected breach of the Agreement a duly accredited representative of the NTEU may:

67.3.1 require GSA to allow the NTEU representative, during working hours, to inspect and to make copies of any of the following that are kept by GSA which are relevant to the suspected breach:

67.3.1.1 any time sheets; or

67.3.1.2 any pay sheets; or

67.3.1.3 any other documents, other than an AWA, an ancillary document or a document that shows some or all of the content of an AWA or of an ancillary document; and

67.3.2 during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach; and

67.3.3 during working hours, interview any Employees who are:

67.3.3.1 members of the NTEU; or

67.3.3.2 eligible to become members of that organisation; about the suspected breach.

67.4 The NTEU shall notify GSA of the entry of any NTEU representative into the workplace.

67.5 An Employee shall be entitled to total privacy for any meeting with the NTEU representative.

67.6 NTEU delegates shall be given reasonable time during working hours to attend to Union business.

67.7 Where entry is for a purpose dealt with under s481 or s484 of the *Fair Work Act 2009* (Cth), the entry shall be subject to the conditions specified in Part 3-4 of the *Fair Work Act 2009* (Cth).

**68. Signatories to the Agreement**

***Employer***

**Signed for and on behalf of The University of Melbourne Graduate Student Association Inc**

Name: ..... Yingchen Zhao ..... (Print Full name)

Signature: .....  .....

Address: 1888 Building, The University of Melbourne, Parkville VIC 3010

Date: ..27/10/2022.....

Authority to sign the agreement: ..General Secretary.....

***Employees***

**Signed on behalf of employees:**

Name: ...Sajal Goundar..... (Print full name)

Signature: .....  .....

Address: 1888 Building, The University of Melbourne, Parkville VIC 3010

Date: ..27/10/2022.....

Authority to sign the agreement: As a nominated employee bargaining representative

**Signed for and on behalf of The National Tertiary Education Union**

Name: ..... Damien Cahill ..... (Print full name)

Signature: .....  .....

Address: 1/120 Clarendon Street, South Melbourne VIC 3205

Date: ..27/10/2022.....

Authority to sign the agreement: ..... General Secretary .....

## SCHEDULE A - SALARY CLASSIFICATION AND SALARIES

Level	Increment	1 Jan 2021 3%	1 Jan 2022 3%	1 Jan 2023 3%	1 Jan 2024 3%
1	1	59,955.56	61,754.23	63,606.85	65,515.06
1A	2	61,151.87	62,986.43	64,876.02	66,822.30
	3	62,376.43	64,247.72	66,175.15	68,160.41
2	1	62,711.68	64,593.03	66,530.83	68,526.75
2A	2	63,969.77	65,888.86	67,865.53	69,901.49
2B	3	65,243.72	67,201.03	69,217.07	71,293.58
	4	66,547.68	68,544.11	70,600.44	72,718.45
	5	67,886.93	69,923.54	72,021.24	74,181.88
	6	69,243.82	71,321.13	73,460.77	75,664.59
3	1	72,492.23	74,667.00	76,907.01	79,214.22
3A	2	73,946.18	76,164.57	78,449.50	80,802.99
	3	75,421.30	77,683.94	80,014.45	82,414.89
	4	76,938.75	79,246.92	81,624.32	84,073.05
4	1	78,392.69	80,744.47	83,166.81	85,661.81
	2	79,957.79	82,356.52	84,827.22	87,372.03
4A	3	81,552.89	83,999.47	86,519.46	89,115.04
	4	83,192.10	85,687.86	88,258.50	90,906.25
	5	84,852.48	87,398.06	90,020.00	92,720.60
	6	86,551.68	89,148.23	91,822.68	94,577.36
	7	88,279.12	90,927.49	93,655.31	96,464.97
	8	90,047.13	92,748.55	95,531.00	98,396.93
5	1	90,931.15	93,659.08	96,468.86	99,362.92
	2	92,750.34	95,532.85	98,398.83	101,350.80
5A	3	94,606.58	97,444.78	100,368.12	103,379.17
	4	96,496.34	99,391.23	102,372.97	105,444.16
	5	98,428.46	101,381.31	104,422.75	107,555.43
6	1	101,673.35	104,723.55	107,865.26	111,101.21
	2	102,343.85	105,414.16	108,576.59	111,833.89
	3	104,394.20	107,526.02	110,751.80	114,074.36
	4	106,483.35	109,677.85	112,968.18	116,357.23
	5	108,613.09	111,871.48	115,227.63	118,684.45

## **SCHEDULE B - CLASSIFICATION PROCESS**

### **69. General**

69.1 These procedures shall be used for the classification of all Employee positions in GSA with the exception of temporary positions of six months or less, in the following circumstances:

69.1.1 when a position is created;

69.1.2 where the duties and responsibilities have changed to the extent that it is considered by the incumbent and/or supervisor that the position is no longer appropriately classified.

### **70. Classification Process**

70.1 A position description shall be developed in consultation with the incumbent and supervisor and shall be signed by both parties.

70.2 If the incumbent and the supervisor are unable to come to an agreement with regard to the position description, then the dispute resolution procedures in this Agreement are available to the parties.

70.3 Evaluation against the classification descriptors will be carried out by the CEO on a case-by-case basis.

70.4 The job-holder will be informed of the outcome of this process and adjustment to salary made if appropriate, provided that if the outcome is a lower classification, the Employee's salary shall be maintained.

70.5 The date of effect of reclassification will be the date of the incumbent's signature on the position description or the date specified by all parties as that on which the duties, as described, commenced.

70.6 If an incumbent disputes the classification level, they may appeal the classification, in which case the position shall be re-evaluated by a committee, comprising one nominee of the NTEU and one nominee of management, trained in the use of Classification Descriptors in higher education and student union sectors.



## **SCHEDULE C - CLASSIFICATION STANDARDS**

### **LEVEL 1**

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

Persons employed at Level 1 shall typically perform duties at 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 an equivalent combination of experience and training.

#### **Occupational equivalent**

Clerk

#### **Level of supervision**

Routine supervision of straightforward tasks (see below).

#### **Task level**

Perform a range of straightforward tasks where procedures are clearly established.

#### **Organisational knowledge**

Limited and based only on brief induction to organisation.

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

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

An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

#### **Typical activities**

Clerical 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.

#### **Criteria for progression to Level 1A**

An Employee at Level 1A will be able to perform all the duties of the Level 1 position to which they were appointed.

In addition, as a result of experience and training, an Employee at Level 1A would:

1. On occasions, perform more complex tasks (Task Level)
2. Provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the Employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services (organisational knowledge).

It would be expected, with satisfactory skill acquisition, that a new Employee in Level 1 would have acquired the skills to move to Level 1A within 6 months of commencement.

## **LEVEL 2**

### **Training level or qualifications**

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- \* completion of Year 12, with relevant work experience; or
- \* equivalent relevant experience or combination of relevant experience and 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 an advanced certificate or associate diploma.

### **Occupational equivalent**

Technical assistant/technical trainee, clerical/secretarial. Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction.

### **Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

### **Organisational knowledge**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

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

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

### **Typical activities**

In technical positions,

- \* under general supervision, operate photographic development facility.

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

In clerical positions, perform a range of clerical support tasks including

- \* standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application

- \* provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- \* process accounts for payment.

### **Criteria for progression to Levels 2A and 28**

Employees at Level 2A will be able to perform all the duties of a Level 2 position. In addition, as a result of experience and training, an Employee at Level 2A would:

1. Have the capacity to provide on-the-job guidance and training to new Employees in lower classification and job orientation to new Employees at Level 2.
2. Have the capacity to supervise Employees at Level 1.

As a result of experience and training an Employee at Level 28, in addition to the above, would:

1. Have the capacity to explain the requirements of the work processes in which they are involved to students, student union officers and other clients (for example, to explain policies for booking of student union facilities.)
2. Have the capacity to provide on-the job training and guidance to new Employees at Level 2.

It would normally be expected that an Employee appointed at Level 2 would acquire the additional skills necessary to progress to Level 2A and 28 in the second and third year of their employment in that classification respectively.

## **LEVEL 3**

### **Training level or qualifications**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- \* completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- \* an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Technical officer or technician, clerical/secretarial above Level 2.

### **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.

Liaison with staff at higher levels. May undertake stand-alone work.

### **Task level**

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

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

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

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

- \* develop new equipment to criteria developed and specified by others

in library technical positions,

- \* undertake copy cataloguing
- \* use a range of bibliographic databases
- \* undertake acquisitions

- \* respond to reference inquiries

in clerical/secretarial positions,

- \* may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- \* be responsible for providing a full range of secretarial services in an office
- \* plan and set up spreadsheets or database applications
- \* provide advice to students on student union services and institutional requirements
- \* administer electoral roll.

### **Criteria for progression to Level 3A**

Employees at Level 3 A will be able to perform all the duties of a Level 3 position. In addition, an Employee at Level 3A would have the capacity to:

1. In administrative positions, supervise or co-ordinate others to achieve objectives.
2. In technical positions, work under only general direction.
3. As well as providing advice and information to students, monitor the currency of such information, amend and explain to other staff.

It would normally be expected that an Employee appointed at Level 3 would acquire the skills and experience to progress to Level 3 A in their second year.

## **LEVEL 4**

### **Training level or equivalent**

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- \* completion of a degree
- \* completion of an associate diploma and at least 2 years' subsequent relevant work experience; 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 welfare officer or computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

### **Level of supervision**

In professional positions, routine supervision, depending on tasks involved and experience, in technical 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 3, including the development of areas of specialist expertise, in professional positions, apply theoretical knowledge, at a degree level, in a straightforward way. In administrative positions, provide advice and decisions on rules and entitlements.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

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

In professional positions, solve routine problems under supervision 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 coordinating a team to provide an administrative service.

### **Typical activities**

In technical positions,

- \* develop new equipment to general specifications
- \* prepare reports of a technical nature

In administrative positions, responsible for the explanation and administration of an administrative function, egg, HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision,

- \* work as part of a research team in a support role
- \* provide counselling services, under professional supervision

### **Criteria for progression to Level 4A**

Employees at Level 4 will be able to perform all of the duties of a Level 4 position. In addition, as a result of experience and training, an Employee at Level 4A would have the capacity to:

1. In administrative and professional positions, provide interpretation of complex policies and procedures.
2. Have input, in areas of own responsibility, into policy development.
3. In professional positions able to work independently in the exercise of professional skill in less complex areas, and accept responsibility for outcomes.

It would be expected, in normal circumstances, that an Employee appointed at Level 4A, as a result of training, experience and skill acquisition, would advance to Level 4A in the second year of employment.



## **LEVEL 5**

### **Training level or qualifications**

Persons employed at Level 5 shall typically perform duties at 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); supervision/co-ordination of a significant service; experienced technical specialist and/or technical supervisor, research officer.

### **Level of supervision**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

### **Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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. Liaise with decision-making bodies on the development of policies within own area of operations.

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

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyses and report on data and experiments.

### **Typical activities**

In administrative positions,

- \* provide financial, policy and planning advice

- \* service a range of committees, including preparation of agendas, papers, minutes and correspondence
- \* monitor expenditure against budget.

In professional positions,

- \* oversee a service such as recreation or sporting program
- \* provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- \* providing counselling services
- \* undertake a range of computer programming tasks
- \* provide documentation and assistance to computer users
- \* analyses less complex user and system requirements
- \* undertake the preparation of submissions on policy matters, subject to general direction by officers/decision making bodies.

In other positions,

- \* manage a small catering operation or a significant operation such as cleaning, without reference to higher expert supervision
- \* manage a significant section of a large catering operation.

### **Criteria for progression to Level 5A**

Employees at Level 5 A will be able to perform all of the duties of a Level 5 position.

In addition, as a result of experience and training, an Employee at Level 5 A would have the capacity to:

1. In stand-alone professional positions not involving management of other staff, act as the organisation's most senior internal expert in an area of significant operation (e.g. Recreation and Sport, Welfare, Education Research).
2. Develop detailed policy proposals within a specific policy or operations area, for direct consideration by the governing body or policy committees of the student organisation, having regard to the policy orientation of these bodies.
3. Act on behalf of the organisation in its dealings with outside bodies, government etc., in a specific area of expertise, without detailed reference to more senior staff.

It would be expected, in normal circumstances, that an Employee appointed at Level 5 would acquire sufficient skills and experience to progress to Level 5 A in their second or third year of employment at that level.

## **LEVEL 6**

### **Training level or qualifications**

Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- \* a degree with at least 4 years' subsequent relevant experience; or
- \* extensive experience and management expertise in technical or administrative fields;  
or
- \* an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Senior professional in a small, less complex organisation; Manager

### **Level of supervision**

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

### **Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional positions, may be a recognised authority in a specialised area.

### **Organisational knowledge**

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

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

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact across the organisation.

### **Typical activities**

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. Act as most senior financial adviser to a large organisation.

In administrative positions, provide overall management of a small organisation with limited range of functions (e.g. Publications, Sport and Recreation, and Representation).



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:  
AG2022/4548**

Applicant:  
University of Melbourne Graduate Student Association  
Section 185 – Application for approval of a single enterprise agreement

**Undertaking – Section 190**

I, Jeremy Waite, Interim Chief Executive Officer, have the authority given to me by the University of Melbourne Graduate Student Association to give the following undertakings with respect to the *University of Melbourne Graduate Student Association Inc. Enterprise Agreement 2022* ("the Agreement"):

**1. Clause 21.9.1 and 21.9.2**

That clauses 21.9.1 and 21.9.2 are replaced with the following wording:

"21.9.1 Four (4) weeks' pay per completed year of service pro rata to the completed month.

21.9.2 Provided that the total payment based on this provision shall not exceed eighteen (18) months' pay based on the salary at the time of the redundancy."

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

  
\_\_\_\_\_  
Signature

09/11/2022  
\_\_\_\_\_  
Date

