

University of Melbourne Student Union Incorporated Enterprise Agreement 2023 – 2025

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PART A - PRELIMINARIES

1. Title

This agreement shall be known as the University of Melbourne Student Union Agreement 2023 - 2025.

2. Statement of Values/ Purpose of the Agreement

The objectives of this agreement are to:

- Provide Employees with fair and equitable conditions of employment and working conditions which are tailored to the circumstances of the Student Union;
- Foster a workplace that promotes a shared commitment to work practices that are both environmentally sustainable and which create meaningful work life balance;
- Create a working environment where UMSU and Employees work creatively, proactively, and cooperatively;
- Advance the education, welfare, social, cultural activities of the Student Union; and
- Reinforce the overarching principle of student control of student affairs.

3. Definitions

Academic Year means the period of time during which students attend the University of Melbourne for classes and/or exams, including summer schools.

Act means the *Fair Work Act 2009* (Cth) as amended.

Agreement means the University of Melbourne Student Union Agreement 2023-2025.

Australian Tax Office ("ATO") is the Australian Government's principal revenue collection agency.

Authorised Officer means a person who has authority delegated to them from the Chief Executive Officer for a relevant purpose.

Chief Executive Officer ("CEO") means the person employed by UMSU in the role of Chief Executive Officer.

Complainant is the person who initiates a grievance.

Continuous Employment has the same meaning as defined in the *Long Service Leave Act 2018* (Vic).

Delegate means any Employee authorised, appointed or elected by the NTEU.

Dispute means a disagreement between UMSU and one or more of the other Parties relating to:

- a matter arising under the Agreement or the NES; or
- matter pertaining to the relationship between the Parties covered by the Agreement.

Employee means a person employed by UMSU.

Employer means UMSU Incorporated.

FWC means the Fair Work Commission.

Immediate family member of an Employee means (without assigning gender) a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or

de facto partner. This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

Household member is any person who lives with the Employee.

NES means the National Employment Standards as contained in the Act.

Ordinary Time Earnings has the same meaning given to it under the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth)

NTEU means the National Tertiary Education Industry Union.

Paid sick leave (also referred to as personal leave) is absence an Employee (with exception to one in casual employment) is entitled to take without loss of pay due to personal illness or injury (including stress and pregnancy related illness).

Paid carer's leave is absence which an Employee (with exception to one in casual employment) is entitled to take without loss of pay to care for or support a member of their immediate family or household who is sick, injured or has an unexpected emergency.

Parties means the Employees, the Employer and the Union.

Part Time Employee means an Employee (unless otherwise indicated):

- who works, on average less than 35 hours per week;
- usually works regular hours each week;
- is entitled to the same benefits as a full-time Employee, but on a pro rata basis; and
- is a permanent Employee or on a fixed term contract.

Representative means a person chosen by the Employee, including a Union representative.

Respondent is the person to whom a grievance is directed.

A Shift worker, for the purpose of the NES, is an employee who is required to work over a roster cycle that includes any of the 7 days of the week and who is regularly rostered to work on Sundays and public holidays.

Student Office Bearer means a student elected on an annual basis. The Student Office Bearer receives an honorarium as recognition of the time and effort contributed for the year. Employment entitlements within the Agreement do not apply.

Student Representative Body or Committee is the Students' Council established in accordance with the UMSU Constitution, or a Committee of UMSU established in accordance with the UMSU Constitution.

TOIL means Time off in Lieu.

UMSU means UMSU Incorporated.

Union has the same meaning as the NTEU.

Volunteer means individuals who give their time willingly for the common good and without financial gain. Employment entitlements within the Agreement do not apply.

4. Operation of Agreement

- 4.1. This Agreement shall commence operation seven (7) days from the date of certification by the Fair Work Commission in accordance with s54 of the Act with a nominal expiry date of 31 December 2025.
- 4.2. This Agreement replaces the University of Melbourne Student Union Agreement 2017-2021.

5. Parties to the Agreement

- 5.1. The parties bound to this agreement are:
- 5.2. The University of Melbourne Student Union.
- 5.3. Employees performing work covered by this Agreement.
- 5.4. The National Tertiary Education Union.
- 5.5. Employees may appoint another person, organisation or association to accompany and/or represent them.
- 5.6. This agreement does not cover elected student office bearers, UMSU volunteers, and the position of Chief Executive Officer.

6. Relationship to other Awards and Agreements and the Fair Work Act

- 6.1. This Agreement constitutes 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.
- 6.2. The Agreement is not intended to exclude any provision of the National Employment Standards in the Act, 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, a requirement is that in interpreting a clause so it is consistent with the NES, agreement entitlements that are more beneficial to employees than the NES shall not be reduced.

7. Re-opening Negotiations

- 7.1. The parties undertake to re-open negotiations for a new Agreement at least six (6) months prior to the nominal expiry date of this Agreement.

8. UMSU Consultative Committee

- 8.1. The parties recognise the importance of meaningful consultation during the period of the Agreement on matters involving the implementation of this Agreement, and matters affecting Employees generally or in a particular case. To this end the parties are committed to a cooperative approach to such matters involving joint participation and consultation.
- 8.2. An UMSU Consultative Committee (UCC) will be established within three (3) months of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement.
- 8.3. The UCC will also be the forum through which UMSU and the Union consult generally on matters affecting Employees. The UCC shall meet during ordinary hours.

- 8.4. The UCC will comprise two Employer representatives and two Union representatives from the local branch of the Union. It is recognised that from time to time additional representation on behalf of UMSU or the Union may be involved.
- 8.5. The UCC will meet at least four (4) times a year to discuss issues outlined in sub-clause 8.3 and on any other matter on which the parties agree to meet.

9. Consultation about change

- 9.1. This clause applies if UMSU:
 - 9.1.1. has made a definite decision to propose a major change to its production, organisation, structure or technology in relation to its organisation that is likely to have a significant effect on the Employee(s); or
 - 9.1.2. has made a definite decision to propose a change to the regular roster or ordinary hours of work of the Employee(s).
- 9.2. In this clause Relevant Employee(s) means the Employee(s) for whom a major change is likely to have a significant effect.
- 9.3. Significant effects include:
 - 9.3.1. the termination of the employment of Employees; or
 - 9.3.2. major change to the composition, operation or size of UMSU's workforce or to the skills required of Employees; or
 - 9.3.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.3.4. the alteration of hours of work; or
 - 9.3.5. the need to retrain Employees; or
 - 9.3.6. the need to relocate Employees to another workplace; or
 - 9.3.7. any outsourcing proposals involving work that is currently and actually undertaken by UMSU's workforce; or
 - 9.3.8. the restructuring of jobs.
- 9.4. Where UMSU has commenced action under this clause 9 of this Agreement, the UMSU Change Management Protocol will apply.
- 9.5. The UMSU Change Management Protocol will be developed in consultation and negotiated agreement with staff, the NTEU and UMSU. UMSU cannot alter, amend, or revoke the UMSU Change Management Protocol for the life of this Agreement, unless via the agreement of the NTEU.
- 9.6. Consultation undertaken pursuant to clause 9.1 to 9.3 must be for a period of not less than 10 working days.
- 9.7. UMSU must notify Relevant Employees and the Union of the proposal to introduce the major change, in writing. The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.8. If a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise UMSU of the identity of the representative, UMSU must recognise the representative.

- 9.9. As soon as practicable after determining the nature of the proposed change, UMSU must consult with the Relevant Employees (and where appropriate, their representatives) and the NTEU regarding the introduction of the change; and the effect the change is likely to have on the Employees; and measures UMSU is taking to avert or mitigate the adverse effect of the change on the Employees. UMSU must also provide, in writing, to the Relevant Employees:
 - 9.9.1. the rationale for the change;
 - 9.9.2. all relevant information about the change including the nature of the change proposed; and
 - 9.9.3. information about the expected effects of the change on the Employees; and
 - 9.9.4. any other matters likely to affect the Employees.
- 9.10. However, UMSU is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.11. UMSU must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and/or their representatives.
- 9.12. For a change to regular roster or ordinary hours of work:
 - 9.12.1. UMSU must notify the relevant Employees of the proposed change; and
 - 9.12.2. the following provisions apply.
- 9.13. The relevant Employees may appoint a representative for the purposes of the procedures in this term. If a relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise UMSU of the identity of the representative, UMSU must recognise the representative.
- 9.14. As soon as practicable after proposing to introduce the change, UMSU must discuss with the relevant Employees the introduction of the change; and for the purposes of the discussion- provide to the Relevant Employees:
 - 9.14.1. the rationale for the change;
 - 9.14.2. all relevant information about the change, including the nature of the change; and
 - 9.14.3. information about what UMSU reasonably believes will be the effects of the change on the Employees; and
 - 9.14.4. information about any other matters that UMSU reasonably believes are likely to affect the Employees; and
 - 9.14.5. 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).
- 9.15. However, UMSU is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.16. UMSU must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10. Dispute Resolution Procedure

- 10.1. In the first instance, the parties to the dispute (either the affected Employee(s) or the Union) must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management, without delay in an effort to resolve the dispute promptly. The Employee(s) may seek the assistance of the Union or other nominated Employee representative.
- 10.2. Where the steps in clause 10.1 are unsuccessful, or where the dispute has not been raised with management pursuant to clause 10.1, or the Employee or the Union wishes to raise a dispute, a representative of the Union or other Employee representative will discuss the dispute with management and attempt to reach agreement to resolve the dispute.
- 10.3. While the parties are trying to resolve the dispute in accordance with the steps in clause 10.1 and 10.2:
 - 10.3.1. The status quo that existed immediately prior to the events that gave rise to the dispute will remain;
 - 10.3.2. an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety;
 - 10.3.3. an Employee must comply with a direction given by UMSU to perform other available work at the same workplace, or at another workplace, unless;
 - 10.3.4. the work is not safe; or
 - 10.3.5. applicable occupational health and safety legislation would not permit the work to be performed; or
 - 10.3.6. the work is not appropriate for the Employee to perform; or
 - 10.3.7. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.4. Where the dispute remains unresolved, a party to the dispute may refer the matter to Fair Work Commission.
- 10.5. The Fair Work Commission may deal with the dispute in 2 stages. 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. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 10.5.1. arbitrate the dispute; and
 - 10.5.2. make a determination that is binding on the parties.
- 10.6. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 10.7. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 10.8. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

11. Employment Relationship with Students

- 11.1. 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 UMSU. For the purposes of this clause, student representatives will include students who receive payment of honoraria from UMSU for performance of specified duties and who are not Employees of UMSU.
- 11.2. Employees and student representatives are expected to form relationships based on trust and mutual respect, with a view to achieving organisational objectives.
- 11.3. Employees working for UMSU are accountable to and take direction from their immediate supervisor in the first instance, their Divisional Manager, or the Chief Executive Officer, UMSU.
- 11.4. With the exception of the Chief Executive Officer, UMSU, 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.
- 11.5. All decisions of student committees that have implications for the work of Employees will be brought to the attention of the Chief Executive Officer, UMSU who is responsible for the direction of Employees work.
- 11.6. Students or student committees that have any concerns or complaints with regard to the work of Employees must raise these concerns with the Chief Executive Officer, UMSU who is responsible for the direction of Employees.
- 11.7. UMSU Employees, other than student casuals, who wish to stand for elected student office bearer positions, must resign from employment at the time of formal nomination.
- 11.8. UMSU Employees with a grievance or concern of any sort connected with their employment will follow established procedures as set out in UMSU policies and procedures and in this Agreement and will not seek the intervention or involvement of students elected or otherwise other than pursuant to established policies and procedures.

12. Individual Flexibility Arrangement

- 12.1. An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters, the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned below and the arrangement is genuinely agreed to by the Employer and Employee:
 - 12.1.1. arrangements about when work is performed;
 - 12.1.2. overtime rates;
 - 12.1.3. penalty rates;
 - 12.1.4. allowances; or
 - 12.1.5. leave loading.

- 12.2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - 12.2.1. are about permitted matters under section 172 of the Act; and
 - 12.2.2. are not unlawful terms under section 194 of the Act; and
 - 12.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.3. The Employer must ensure that the individual flexibility arrangement is in writing, includes the name of the Employer and Employee, is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee, and includes details of:
 - 12.3.1. the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.3.2. how the arrangement will vary the effect of the terms;
 - 12.3.3. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.3.4. states the day on which the arrangement commences.
- 12.4. In addition, the Employer must ensure that:
 - 12.4.1. agreement to a flexibility arrangement must not be a precondition for employment, reclassification or promotion;
 - 12.4.2. the Employee is advised that they are entitled to have a representative negotiate a flexibility arrangement on their behalf, providing that there is not requirement for the consent of a third party to the arrangement as specified in section 203(5) of the Act; and
 - 12.4.3. The Employee and their representative must have at least three working days to consider the proposal.
- 12.5. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.6. The Employer or Employee may terminate the individual flexibility arrangement by giving no more than 28 days' written notice to the other party to the arrangement or, if the Employer and Employee agree in writing, at any time.

PART B - EMPLOYMENT REGULATIONS AND CONDITIONS

13. Mode of Employment- General Provisions

- 13.1. UMSU may employ persons on a continuing, fixed term, or casual basis. On engagement, an Employee shall be given a written offer of employment that stipulates:
 - 13.1.1. the date on which the employment is to commence, and in the case of a fixed-term appointment, the finishing date of employment;
 - 13.1.2. in the case of a fixed-term appointment, the circumstances under which the fixed-term appointment applies pursuant to clause 16;
 - 13.1.3. the classification of the Employee;
 - 13.1.4. the wage rate of the Employee;
 - 13.1.5. the hours of duty of the Employee;
 - 13.1.6. the terms and conditions of employment applicable to the Employee;
 - 13.1.7. how to access this Agreement electronically.

14. Continuing Appointment

- 14.1. Continuing appointment means full time or part time employment other than fixed term, or casual employment.

15. Part Time Employment

- 15.1. In the case of a continuing or fixed-term part time contract, the salaries, allowances and other entitlements under this Agreement applicable to an equivalent full-time Employee apply to the part-time Employee on a proportionate basis according to the fraction of time worked. A staff member employed on a part-time basis, will not by reason of being a part-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid pro rata for any such leave.
- 15.2. Part Time Employees will not be engaged for less than 8 hours per week.
- 15.3. Part Time Employee - Set Hours
 - 15.3.1. The hours of duty for a part time Employee - set hours will be in accordance with clause 13 (mode of employment - general provisions) and will be paid in accordance with clause 26.
- 15.4. Part Time Employment - Periodic Hours
 - 15.4.1. 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 26.
 - 15.4.2. UMSU 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 the Union which will not be unreasonably withheld.

- 15.4.3. A periodic part time Employee shall be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of ordinary hours worked by the Employee.
- 15.4.4. Where a periodic Employee elects to receive their salary for hours as and when they are worked in a given fortnight, and is not required to attend work, they will be placed on leave without pay.
 - 15.4.4.1. Periods of leave without pay for periodic part time Employees will affect service and entitlements but shall not constitute a break in service. For clarity, section 12 of the Long Service Leave Act 2018 (Vic) will be used to define 'continuous service' for periodic Employees.
 - 15.4.4.2. During a period of leave without pay the employment relationship with UMSU will continue, however a periodic part time Employee may engage in other employment during this time.
 - 15.4.4.3. Entitlements dependent upon a period of service being served shall not require any longer period of service in calendar years to qualify for but shall be calculated on a pro rata basis consistent with the average fraction of employment over the qualifying period.

16. Fixed Term Appointment

- 16.1. Fixed term appointment means full time or part time employment for a specified term or ascertainable period, for which the written offer of employment will specify:
 - 16.1.1. the starting and finishing dates of that employment; or
 - 16.1.2. in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire.
- 16.2. During the term of employment, the contract is not terminable by UMSU, other than during or at the completion of a probationary period, or for cause based upon the application of the processes of clauses 81 to 85 as applicable.
- 16.3. Without derogating from any entitlement under the Employee's contract, a fixed-term Employee will be entitled to all the benefits of a continuing staff member (other than any redundancy benefits) in the same classification of employment.
- 16.4. The use of fixed-term employment shall be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:
 - 16.4.1. Where the position is provided for from identifiable funding external to UMSU not being funding that is part of an operating grant from the University of Melbourne for a period of two years or more, or funding comprised of payments of fees made by or on behalf of students;
 - 16.4.2. Where the position is vacant as a result of an Employee's absence on leave (paid and/or unpaid) or secondment;
 - 16.4.3. Where the position is of a temporary nature and limited duration for the purpose of undertaking a specific task or project;

- 16.4.4. 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).
- 16.4.5. Where, following appropriate consultation as provided for in clause 9 (consultation about change), 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.
- 16.4.6. Where the position is performing the duties of:
 - 16.4.6.1. a vacant position for which UMSU has made a definite decision to fill and has commenced recruitment action; or
 - 16.4.6.2. a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by UMSU and in progress for that vacant higher duties position;
 - 16.4.6.3. until a full-time or part-time Employee is engaged for the vacant position or vacant higher duties position as applicable;
 - 16.4.6.4. a position the normal occupant of which is absent due to primary caregiver leave;
 - 16.4.6.5. a position the normal occupant of which is absent due to leave without pay;
 - 16.4.6.6. Where a position relates to the overseeing or directing of a program or service that is a fixed term funded project.
 - 16.4.6.7. Where a position relates to the overseeing or directing of a program or service that is a Volunteer program, and that the position is limited to applicants who are enrolled students at the University of Melbourne. The fixed term contract will not exceed 12 months.
- 16.5. Where a fixed-term Employee is, immediately after, or during the course of, their term of appointment employed by UMSU on a permanent appointment, the Employee's period of fixed-term service shall count in full for all purposes.
- 16.6. All employees engaged on a fixed term basis will be provided with a Fixed Term Contract Information Statement.
- 16.7. Where an existing Employee, other than an Employee providing primary care-givers leave relief or an Employee engaged pursuant to clause 16.4.6, has been employed on a fixed-term appointment, or a series of fixed-term appointments, for a period in excess of 24 months and the Employee is performing substantially the same tasks, the position will be converted to ongoing employment.

17. Casual Employment

- 17.1. Casual employment shall be used only for short term work of an ad hoc nature. Casual employment means:
 - 17.1.1. A person engaged by the hour; and

- 17.1.2. paid on an hourly basis that includes a loading related to award-based benefits for which a casual Employee is not eligible.
- 17.2. A casual Employee will be paid:
- 17.2.1. The ordinary rate of pay assigned in Schedule B; and
- 17.2.2. an additional casual loading of 25%.
- 17.3. It is the policy of UMSU to utilise student casuals in all casual positions where possible, except where specific technical or professional expertise is required.
- 17.4. 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.
- 17.5. Casual Employees shall be paid for a minimum period in conformity with the minimum engagement required within the relevant Award specified in Schedule B.
- 17.6. A student 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.
- 17.7. A non-student casual Employee shall be paid for a minimum of three hours for each attendance whether or not the time for which the person is engaged for is less than three hours.
- 17.8. A casual Employee shall not be entitled to payment for any of the public holidays prescribed by clause 33 (public holidays) unless the Employee is required to work on such a day. Subject to clause 38 (long service leave) a casual Employee shall not be entitled to paid leave of any kind.
- 17.9. A casual Employee shall only be paid under [Schedule A](#) where they are temporarily undertaking the work of a [Schedule A](#) Employee or where no category of employment is prescribed by [Schedule B](#).
- 17.10. Ordinary hours of work for a casual employee engaged under the *Higher Education Industry General Staff Award 2020 (HE Award 2020)* are between 8:00AM and 6:00PM. Hours worked outside of ordinary hours will attract the penalty rate specified in the relevant award.
- 17.11. A casual Employee shall be paid per hour the ordinary rate in accordance with this clause plus the following loadings:
- 17.11.1. 25% Monday to Friday;
- 17.11.2. 50% Saturday;
- 17.11.3. 100% Sunday; or
- 17.11.4. 150% Public Holidays.
- 17.12. Offers and requests for casual conversion: in respect of offers and requests for conversion from casual employment to full-time or part-time employment:
- 17.12.1. clause 12.3 of the HE Award 2020;
- 17.12.2. Division 4A of Part 2-2 of the FW Act (as amended from time to time);
- are incorporated into, and apply, as a term of this Agreement.

- 17.13. To the extent of any inconsistency between the relevant terms of the HE Award 2020 and the FW Act, the term(s) that would be more beneficial to the Employee applies.
- 17.14. Disputes about offers and requests for casual conversion are to be dealt with under clause 10 — Dispute resolution in this Agreement.

18. Hours of work

- 18.1. The ordinary hours of work shall not exceed 35 hours per week, or 70 hours per fortnight, to be worked Monday to Friday.
- 18.2. Any variation to the usual standard of 35 hours worked in each week must be by mutual agreement or with not less than seven days' written notice to the Employee.
- 18.3. Subject to clause 57 (accrued day off) each Employee's start and finish times will be determined within each division by the appropriate supervisor/manager in consultation with the Employee.
- 18.4. The ordinary hours of work for part-time Employees shall be fixed when an Employee is engaged and may only be varied by agreement between the Employee and UMSU.
- 18.5. Meal Breaks
- 18.5.1. No Employee will work for more than five hours without a meal break of at least half an hour unless with the prior agreement of their supervisor to cover operational contingencies, provided that no Employee will be required to do so.
- 18.5.2. Time taken as meal breaks shall not be paid for and shall not be counted as time worked.
- 18.6. Tea/Coffee Breaks
- 18.6.1. 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.
- 18.6.2. Casual and part-time Employees working a shift of at least four hours are entitled to a paid ten-minute break during such shifts.

19. Span of Hours

- 19.1. The ordinary span of hours for Employees will be between 7:00am and 7:00pm, Monday to Friday.
- 19.2. Any alteration to the existing span of hours will be in accordance with the following principles, after consultation with the group of Employees concerned, and will be the subject of negotiated agreement with the Union:
- 19.2.1. No span of hours will be greater than 12 hours;
- 19.2.2. All spans of hours shall be consistent with unionised industry standards;
- 19.2.3. No span of hours shall commence earlier than 6am or later than 11 am.
- 19.3. Departments whose nature of work is to set up events, productions, catering or functions shall be required to work 70 hours per fortnight generally between Monday to Friday. However, in undertaking events, productions, catering or functions, the hours worked may be varied but shall be subject to the following conditions:

- 19.3.1. Employees shall be entitled to a break of 12 consecutive 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;
- 19.3.2. Employees shall be entitled to two consecutive days off per week but may substitute a non-consecutive day by agreement;
- 19.3.3. Work on the sixth day of the week shall be paid, or accrued as TOIL at the penalty rate of 125%;
- 19.3.4. Work on the seventh day of the week shall be paid, or accrued as TOIL, at the penalty rate of 150%;
- 19.3.5. Employees who work a shift of at least 3 hours on 12 or more weekends within one calendar year shall be entitled to an additional five days annual leave for that year;
- 19.3.6. TOIL accrued by Employees should be taken as soon as practicable after the event, function or production ends.

20. Overtime and Time Off in Lieu

20.1. General Provisions

- 20.1.1. all authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 18 will be overtime and will be paid for at overtime rates or accrued as TOIL in accordance with this clause.

- 20.2. Payment for overtime will be made only where an Employee is required to work regular overtime and/or identifiable periods of overtime (e.g. outside the normal spread of hours and/or weekend work).
- 20.3. Where overtime is performed in circumstances other than those described in 20.2 it will be accrued as TOIL in accordance with this clause.
- 20.4. Employees required or directed to work overtime will whenever practicable be given at least 24 hours' notice.
- 20.5. Approval for overtime worked must be sought from the Employee's supervisor/manager prior to the work being undertaken. However, where it is demonstrably impossible to obtain prior approval, retrospective approval may be provided. Such approval must be requested on the next working day.
- 20.6. Overtime and TOIL will be calculated at the following rates:
 - 20.6.1. Monday- Friday: hour for hour
 - 20.6.2. Saturdays - 1.25 hours for each hour worked
 - 20.6.3. Sundays - 1.5 hours for each hour worked
 - 20.6.4. Public Holidays - 2.5 hours for each hour worked
- 20.7. In calculating overtime, each day stands alone for the purposes of clause 26.1.
- 20.8. Shift penalties do not apply on top of overtime.
- 20.9. Taking of TOIL
 - 20.9.1. TOIL will be taken at agreed times as soon as practicable after accrual.

- 20.9.2. TOIL applications must be submitted to the Employee's supervisor/manager within 30 days of the overtime being worked. Failure to do so will result in the overtime being forfeited.
- 20.9.3. Where an Employee has accrued TOIL, and:
 - 20.9.3.1. It is not practicable for the individual to take TOIL prior to the end of the calendar year; and
 - 20.9.3.2. A leave plan has not been submitted to Human Resources; and
 - 20.9.3.3. Where UMSU has not agreed to proposals for time off submitted by the Employee;
- 20.9.4. that TOIL shall be paid out at appropriate penalty rates on June 30 in the following year.

20.10. Rest Relief After Overtime

- 20.10.1. An Employee required to work such overtime that there is not a break of at least ten 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 ten consecutive hours plus reasonable travelling time and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 20.10.2. An Employee required by UMSU to resume or continue work without having had at least ten consecutive hours plus reasonable travelling time off duty shall be paid at ordinary rate plus 100% until released from duty for not less than ten consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.
- 20.10.3. 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 UMSU and back.

20.11. Payment for overtime worked is not applicable to the position of Artistic Director. Work in excess of 70 hours per fortnight or work outside the spread of hours by the Artistic Director/Theatre Coordinator shall be taken as time off in lieu equal to the hours worked.

21. Call-out

- 21.1. An Employee called back to work will be paid at the appropriate rate for a minimum of three hours, except where the Employee is in receipt of an availability allowance and may choose to take this as paid time or TOIL.
- 21.2. Travelling time to and from work will be added to the hours worked as a result of being called back, if the combined travel time and time worked exceeds the minimum three hours, except where the Employee is in receipt of an availability allowance.

22. Shift Work

- 22.1. Shift work is work which is regularly performed outside the normal spread of hours in accordance with the following:

- 22.1.1. Day shift is work which begins outside the spread of hours and finishes within the spread of hours or begins within the spread of hours and finishes outside the spread of hours;
- 22.1.2. Night shift is work which begins and ends outside the spread of hours;
- 22.1.3. Weekend shift is a shift performed at any time on a Saturday or Sunday.
- 22.2. Shift work attracts the following loading:
 - 22.2.1. 15% for a day shift
 - 22.2.2. 30% for a night shift
 - 22.2.3. 50% for a weekend shift
- 22.3. No shift allowances are payable on annual leave, long service leave or personal/carer's leave.
- 22.4. Shift allowance is not payable on top of accrued additional hours where such hours attract penalty rates unless the shift rate is higher.
- 22.5. Notice of change of shift must be by seven days' notice to the Employee or by mutual agreement.
- 22.6. A minimum break of at least ten hours will apply to Employees from the end of one shift to the commencement of the next shift.
- 22.7. Where the operational requirements of UMSU do not allow the minimum ten-hour break between shifts the Employee shall be paid at double time rates for all work performed until the Employee has received a break of at least ten hours.
- 22.8. The provisions of this clause (Shift Work) are not applicable to the position of Artistic Director/Theatre Coordinator.

23. Right To Disconnect Outside of Normal Working Hours

- 23.1. An Employee has a right to disconnect from work outside of their normal working hours or during periods of approved absence.
- 23.2. Other than in emergency situations or genuine welfare matters, an Employee:
 - 23.2.1. is not required to read or respond to emails, other electronic communications or phone calls outside of their normal working hours or during periods of approved absence; and
 - 23.2.2. is not required to provide personal contact information for purposes of conducting work outside their ordinary hours or during periods of approved absence.
- 23.3. Nothing in this provision limits an Employee's discretion to elect to perform work outside their ordinary hours or during periods of approved absence including (but not limited to) the sending of emails or other electronic communications.

24. Flexible Work Arrangements

- 24.1. The Parties acknowledge that UMSU's *Flexible Work Policy* pertains to the management of statutory and informal flexible work arrangements both in terms of work location and hours of work. Subject to any lawful and reasonable directive to attend the workplace for operational reasons, employee requests to work remotely will be considered in accordance with the UMSU's *Flexible Work Policy*.

- 24.2. Other than for the purposes of enhancing the policy to the benefit of Employees, the *Flexible Work Policy* in place at the time of certification of the Agreement will not be amended without agreement of the UMSU Consultative Committee prior to the nominal expiry date, and not be rescinded for the life of the Agreement.
- 24.3. A dispute arising from a rejection of an Informal Flexible Work Arrangement request will be dealt with in accordance with the Flexible Work Policy in place at the time of certification of the Agreement.

PART C-SALARIES AND RELATED MATTERS

25. Salary Increases

- 25.1. UMSU will increase the salaries and hourly rates (as applicable) set out [Schedule A](#) as follows:
 - 25.1.1. by 6%, backdated to apply from 1 July 2024; and
 - 25.1.2. by 3% from 1 July 2025.

26. Payment of Salaries

- 26.1. All UMSU Employees to whom this Agreement applies will be classified and paid in accordance with [Schedule A](#) and with the exception of casual Employees who are paid an hourly rate as specified in [Schedule B](#) of this Agreement.
- 26.2. Salaries will be paid fortnightly into any bank, building society, or credit union account of the Employee's choosing. On the written authority of an Employee, UMSU will make deductions from an Employee's salary at the Employee's request (except for court-ordered deductions where these will be made automatically).
- 26.3. Employees will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions. The statement of details will also include any annual/sick/long service credits (where applicable) and any superannuation contributions made by UMSU and/or the Employee. The Employee will receive the statement via a secure web site or a printed advice slip.
- 26.4. Payment of Salaries - Part Time Employee - Periodic Hours
 - 26.4.1. Subject to agreement in writing between the Employee and UMSU, a periodic Employee may elect to receive their salary for hours worked on a given fortnight or averaged throughout the year.
 - 26.4.2. 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, UMSU may deduct any amounts owing from the Employee's final payment.
 - 26.4.3. 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.

27. Adjustments to Salaries

- 27.1. Where possible, and subject to operational requirements, any pay adjustments for whatever reason shall take place on and from the day of the first pay period after the decision to adjust pay is finalised.
- 27.2. Payment for additional hours worked by an Employee shall be made to the Employee no later than the pay day of the pay period immediately following the period in which the additional hours was worked, provided that the Employee submits their completed additional hours form to UMSU within published payroll processing deadlines.

- 27.3. An underpayment to an Employee will be corrected and full payment made to the Employee within five working days following notification by the Employee to UMSU of the underpayment except that by agreement between the Employee and UMSU such payment may be made not later than the pay day for the next pay period.
- 27.4. Where a late payment results in additional charges to an Employee, UMSU will reimburse any and all such charges.
- 27.5. UMSU will advise and consult with an Employee when an overpayment has been identified. UMSU will inform the Employee of the amount of the overpayment and will write to the affected Employee about the options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The Employee and UMSU will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which UMSU may deduct the overpayment from the Employee's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the Dispute Resolution Procedure under clause 10 of this Agreement will be applied to achieve an outcome that allows UMSU to recover the overpayment, after which UMSU may deduct any overpayment from the Employee's salary or termination payments accordingly.
- 27.6. Where an Employee resigns or retires, or their employment is terminated, UMSU will, to the extent permissible by law, set-off against and deduct from any amounts payable to the Employee by way of salary, allowance, annual leave, long service leave and any other benefits owing to the Employee by the UMSU, any amount owed to UMSU by the Employee arising from the Employee's employment.

28. Advance payment of Salaries

- 28.1. Where an Employee is due to commence a period of annual leave in excess of ten working days, or parental leave or long service leave and the Employee requests advance payment for such leave, UMSU shall pay the Employee in advance provided that the Employee gives reasonable notice to UMSU. Where exceptional circumstances exist, advance payment may be made to an Employee (excluding casual Employees) for other reasons and for other periods of time less than ten working days, at the discretion of the Chief Executive Officer.

29. Superannuation

- 29.1. Employees who have superannuation entitlements arising from the operation of the 1989 University of Melbourne and Melbourne University Student Union Incorporated Agreement which are greater than the Employer's Superannuation Guarantee contribution will be entitled to retain those entitlements.
- 29.2. From the date of Certification of this Agreement, all Employees (excluding casual Employees) will be eligible for an employer superannuation contribution, equal to 2.5% above the minimum employer's Superannuation Guarantee Contribution as prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SG Act) as a percentage of the Employee's gross salary.
- 29.3. Employees engaged in casual employment who are eligible to be paid superannuation under the SG Act will receive Employer superannuation contributions at the rate prescribed in SG Act; currently set at 11.5%.

- 29.4. Superannuation contributions shall be paid into an eligible fund nominated by the Employee. If no fund is nominated by the Employee, UMSU will make payments into UMSU's default fund, UniSuper.
- 29.5. 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.
- 29.6. UMSU shall remit contributions to the relevant superannuation fund pursuant to the rules of the relevant superannuation fund. Where the relevant fund does not prescribe a schedule or timeframe for remittances, UMSU shall forward contributions not less than monthly.
- 29.7. Superannuation contributions shall continue to be made by UMSU while an Employee is absent on all forms of paid leave.
- 29.8. Superannuation contributions shall not be required to be made by UMSU in respect of any absence from work without pay.
- 29.9. Subject to the provisions of the superannuation fund's Trust Deed and Rules of the fund chosen by the Employee, an Employee may make additional contributions to the fund either as part of a voluntary salary sacrifice agreement with UMSU or without salary sacrifice. Such contributions shall be authorised in writing by the Employee and where such authorisation is made UMSU shall pay the amount of the contribution directly to the relevant body on behalf of that Employee, as soon as practicable after receiving such authorisation.

30. Incremental Progression

- 30.1. Incremental Progression recognises an Employee's proficiency and professionalism required in the role in achieving the objectives of a position required by UMSU; consistent with the Employee's occupation, position description and the classification.
- 30.2. Positions classified as Professional Level positions provide for incremental progression through the respective salary range set out at [Schedule A](#) (Increment).
- 30.3. Positions classified as Executive Band Level positions do not provide for incremental progression through the respective salary range set out at [Schedule A](#) (Increment).
- 30.4. Payment will be made on the first pay-day after the Classification Anniversary Date.
- 30.5. Incremental Progression occurs on the Classification Anniversary Date where UMSU is satisfied the Employee:
 - 30.5.1. met the requirements of the position in the twelve months preceding the Classification Anniversary Date; and
 - 30.5.2. the Employee has contributed to workplace productivity through attendance at work for the majority of the year (i.e. attended the workplace for more than an aggregate of six months preceding the classification anniversary date).
- 30.6. An Employee who has progressed to the top of the salary range for the respective classification is not eligible for Incremental Progression.
- 30.7. Subject to clause 30.6, the Chief Executive Officer may, at their discretion approve incremental progression for an Employee where there would otherwise not be an entitlement under clause 30.5 of the Agreement, including circumstances where an Employee is recommended for accelerated progression to recognise exceptional performance in accordance with the *Employee Development Policy* or its replacement.

- 30.7.1. Where an accelerated incremental progression is approved, the Employee will not be eligible for incremental progression at the next classification anniversary date.
- 30.8. Payment will be made from the next pay period after the accelerated incremental progression has been approved.

31. Allowances

- 31.1. Allowance rates are detailed at [Schedule C](#). Allowances will be increased at the same rate as pay increases for the term of the Agreement.
- 31.2. Travel Allowance
 - 31.2.1. Where an Employee is required to work beyond their normal finishing time, UMSU 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.
- 31.3. Travel Expenses
 - 31.3.1. Expenses for travel on UMSU business will be reimbursed. Use of private vehicles may be authorised for UMSU business however prior approval must be obtained. Where the use of private vehicles is authorised for UMSU business, reimbursement at the rate in force at the time under ATO rates will apply.
- 31.4. Meals Allowance
 - 31.4.1. Employees required to work more than two additional hours on a weekday or five additional hours on a weekend, without at least two working days' notice, are eligible for a meal allowance of \$16.00 per day or a meal supplied by UMSU.
- 31.5. Uniforms/Protective Clothing/Tool Allowances
 - 31.5.1. Uniforms, protective clothing and tools specified as a requirement of the position will be provided at no cost and replaced as necessary.
 - 31.5.2. The cost of repair or replacement of clothing damaged in the course of work will be reimbursed at the discretion of the appropriate supervisor/Divisional Manager.
 - 31.5.3. Laundering of uniforms or an allowance will be provided, the practice to be decided by the appropriate supervisor/Divisional Manager. Where an allowance is paid it shall be as detailed at [Schedule C](#).
 - 31.5.4. Where protective shoes are required, these will be supplied, repaired and replaced as appropriate.
- 31.6. First Aid Allowance
 - 31.6.1. 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, as detailed at [Schedule C](#), per week of the period that they are rostered as First Aid Officers.

31.7. Availability Allowance

- 31.7.1. 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 as detailed at Schedule C. 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.

31.8. Higher Duties Allowance

- 31.8.1. 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.
- 31.8.2. 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.
- 31.8.3. 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 higher duties commence.
- 31.8.4. 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.
- 31.8.5. 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.
- 31.8.6. An allowance payable to an Employee under this clause will be regarded as salary for the purposes of calculating all other types of payment, including additional hours.
- 31.8.7. Notwithstanding any other provisions in this clause 31, Employees receiving higher duties for a position above professional level 10 contained in [Schedule A](#) will accrue TOIL on the following basis:
- 31.8.7.1. Short-term higher duties: Employees receiving higher duties for a position above professional level 10 for less than 4 weeks will be eligible for TOIL in accordance with clause 20.3. The provisions of clause 20.2 will not apply to short-term higher duties; or
- 31.8.7.2. Long-term higher duties: Employees receiving higher duties for a position above professional level 10 for more than 4 weeks may negotiate their higher duties allowances in consultation with the CEO for the period they remain on higher duties.

32. Salary Packaging

- 32.1. An Employee may enter into a salary packaging arrangement with UMSU for superannuation and/or any other arrangements agreed by UMSU that are lawful, and consistent with Australian Taxation Office (ATO) requirements.
- 32.2. Such a salary package will be set out in an agreement with UMSU which will specify:

- 32.2.1. That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in [Schedule A](#).
- 32.2.2. That periods of paid leave will be paid on the reduced cash salary and packaged benefits.
- 32.3. Any pre-tax deduction (salary sacrifice) will not be deducted when calculating 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. Employees are to obtain personal financial advice at no cost or obligation to UMSU on whether salary packaging is appropriate.
- 32.5. All applicable taxes and costs associated with salary sacrificing, including reasonable administrative costs, are to be met by the Employee through salary deduction.
- 32.6. ATO tax requirements arising from salary packaging remain the personal responsibility of the Employee. The Employee must regularly monitor their payslips and immediately bring to the attention of UMSU's pay office apparent issues regarding tax deductions.

PART D - LEAVE AND RELATED MATTERS

33. Public Holidays

- 33.1. An Employee (with the exception of Employees engaged in casual employment) will be entitled to the following Public Holidays without loss of pay where the Public Holiday occurs on a day the Employee would normally work:
- 33.1.1. 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday.
 - 33.1.2. Labour Day.
 - 33.1.3. 26 January (Australia Day).
 - 33.1.4. Good Friday, Easter Monday and Easter Tuesday.
 - 33.1.5. 25 April (ANZAC Day).
 - 33.1.6. King's Birthday (or successor).
 - 33.1.7. Friday before AFL Grand Final.
 - 33.1.8. Melbourne Cup Day.
 - 33.1.9. 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December.
 - 33.1.10. 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December.
- 33.2. Where any part-day, day or days are gazetted in addition to or in substitution of any of the above-mentioned days by proclamation or legislation, then that day or days will be observed as a Public Holiday, in addition to or in substitution of the Public Holidays set out in clause 33.1 without loss of pay.
- 33.3. UMSU 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.
- 33.4. Either UMSU or an Employee may request that the Employee performs their duties on Melbourne Cup Day and/or 26 January (Australia Day). Where that agreement occurs, which will not be unreasonably withheld, the parties agree that the relevant holiday shall be replaced by 'designated leave' days as set out in clause 51.
- 33.5. Where UMSU has made a reasonable request for the Employee to work on 26 January (Australia Day) or Melbourne Cup Day, and the Employee has unreasonably refused that request, UMSU may require the Employee to work the public holiday, subject to the provision of the 'designated leave' day.
- 33.6. An Employee, with agreement of UMSU, may substitute a Public Holiday for a cultural or religious day of significance where UMSU considers it safe and appropriate for the Employee to attend work during a Public Holiday.
- 33.7. Any Employee on unpaid leave on a Public Holiday shall not be entitled to payment for the public holiday.

34. Annual Leave

- 34.1. For each year of service, a full time Employee is entitled to 5 weeks (175 hours) of paid annual leave.
- 34.2. An Employee's entitlement to paid annual leave accrues progressively throughout a year of service on a week-to-week basis according to the Employee's ordinary hours of work and accumulates from year to year.
- 34.3. Employees will, subject to operational requirements, take leave on an annual basis at a time agreed with the relevant supervisor/manager.
- 34.4. Annual leave does not apply to Employees engaged in casual employment.
- 34.5. Annual leave does not accrue during periods of leave without pay, periods of unauthorised absence or unpaid parental leave.
- 34.6. An Employee will be paid all unused accrued annual leave and pro rata annual leave loading as at the date of termination.
- 34.7. If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment under Division 8 of Part 2-2 of the Act (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- 34.8. UMSU may request the Employee provide reasonable notice and evidence when taking sick or carer's leave while on annual leave.
- 34.9. A Public Holiday falling within a period of annual leave will be paid as a public holiday and not deducted from the annual leave accrual.
- 34.10. By agreement between UMSU and the Employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, UMSU may make a corresponding deduction from any money owing to the Employee on termination.

35. Annual leave loading

- 35.1. All Employees (except casual Employees) will be entitled to 17.5% of the ordinary salary for five weeks' annual leave payable in the first full pay period in December, with a maximum payment equal to the Australian Bureau of Statistics average weekly total earnings of all males (Australia) for the bi-annual date released in August in the year in which it is paid.
- 35.2. Where an Employee's employment commences 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 payable in the first full pay period in December.

36. Excess Annual leave

- 36.1. Annual leave may accumulate to a maximum of 8 weeks. By agreement with the CEO and on the recommendation of the relevant supervisor/manager, an additional 20 days may be accumulated but will be paid at the rate accrued.

- 36.2. Employees will be notified in writing (not less than 5 leave 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 notification.
- 36.3. The proposal will normally be accepted by the supervisor subject to the operational needs of UMSU. 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 UMSU, provided that the Employee retains a balance of at least 4 weeks accrued annual leave after the end of the three-month period.
- 36.4. In any 12 month period, where an Employee is directed to take leave and fails to do so at the end of the three-month period, they may request in writing to the CEO that their excess annual leave entitlements are cashed out, subject to the following:
- 36.4.1. should an Employee wish to cash out a portion of their annual leave entitlement, this request must be made in writing on each occasion of any request. The request to cash out annual leave is limited to up to six (6) weeks on each occasion; and
 - 36.4.2. after the cashing out of annual leave, the Employee's remaining accrued annual leave entitlement must not be less than four (4) weeks (pro-rata equivalent for part time employees); and
 - 36.4.3. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- 36.5. 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.

37. Purchased Leave

- 37.1. An Employee (excluding an Employee in casual employment) may request and UMSU may approve, at its discretion, the purchase of additional annual leave through a proportionate reduction in the Employee's annual salary.
- 37.2. Purchased leave:
- 37.2.1. may be approved subject to operational and UMSU requirements and without adverse effect on workloads;
 - 37.2.2. is for one calendar year with requests and approvals not carrying over from a previous calendar year;
 - 37.2.3. does not incur a leave loading; and
 - 37.2.4. may be purchased in multiples of one week up to four weeks as set out below:

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

- 37.3. 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, UMSU may deduct any amounts owing from the Employee's final payment.
- 37.4. Where an Employee purchases additional annual leave, it is the responsibility of the Employees' supervisor to ensure that:
- 37.4.1. Any reallocation of workload is the subject of consultation with affected Employees; and
- 37.4.2. The approval of purchased leave does not create an unreasonable workload for any other Employee.

38. Long Service Leave

- 38.1. Subject to clause 38, long service leave accrues and is taken in accordance with the *Long Service Leave Act 2018 (Vic)* (LSL Act). In the event of any inconsistency between this Agreement and the *Long Service Leave Act 2018 (Vic)*, the *Long Service Leave Act 2018* shall take precedence to the extent that act is more beneficial than this Agreement.
- 38.2. An Employee is entitled to 13 weeks of paid long service leave on completion of 10 continuous years' service and an additional 1.3 weeks of paid long service leave for each completed subsequent year of service with UMSU
- 38.3. An Employee may access their long service leave entitlements on a pro rata basis after 5 years' Continuous Employment.
- 38.4. An Employee may apply for leave on full pay and/or half pay (double the period of leave entitlement).
- 38.5. An Employee (or where applicable their estate or legal representative) with at least 3 years' employment shall be entitled to a payment in lieu of long service leave accrued but not taken as at the date of cessation of employment. This clause only applies where cessation of employment is because the Employee retires on the grounds of age, or ill health, or dies.
- 38.6. Leave shall be taken at an agreed time between the Employee and UMSU. However, Employees shall be entitled to take long service leave at a time of their choosing provided that at least six months written notice is given by the Employee of the intention to take such leave, or an agreeable time where a lesser period of notice is provided.
- 38.7. An Employee may take all or a portion of their long service leave entitlement on a continuous basis. The minimum amount of long service leave that can be taken in any single instance is one day.
- 38.8. An Employee who is ill or injured during long service leave for more than two consecutive days will, subject to the Employee providing UMSU with a medical certificate, be re-credited long service leave for the period of the illness/injury set out in the medical certificate. Statutory declarations and retrospectively dated medical certificates will not be accepted for the purpose of this clause 38.8.
- 38.9. A Public Holiday falling within a period of long service leave will be paid as a public holiday and not deducted from the long service leave accrual.

38.10. Casual Employees will be entitled to 13 weeks' long service leave after the completion of 10 years' Continuous Employment, provided that the Employee has held continuous employment with UMSU and there has been no longer than a three-month absence between two periods of employment. A casual Employees' entitlement to long service leave will be based on the average hours worked in their last year of service, except as provided for in clause 38.11 below.

38.11. Where casual Employees are converted to on-going Employees, their casual service will be recognised and taken into account when calculating entitlement for long service leave pursuant to the *Long Service Leave Act 2018* (Vic).

38.12. In addition to the definition of Continuous Employment provided by the LSL Act, any period of leave without pay for the purpose of contesting municipal, state or federal election not exceeding forty days, whether continuous or aggregate, shall not interrupt an Employee's Continuous Employment.

39. Recognition of prior service

39.1. An Employee must make any claim for recognition of prior service within 6 months of the date of appointment.

39.2. The Employer must, as soon as possible after the date the Employee makes a claim for recognition of prior service, notify the Employee in writing as to the amount of prior service recognised towards the Employee's Continuous Employment for long service leave purposes.

39.3. For the purpose of determining an Employee's entitlement to long service leave, employment at any of the following organisations or institutions shall count towards the Employee's Continuous Employment:

39.3.1. A Victorian TAFE Institute or University;

39.3.2. A Victorian student organisation including a student union or association;

39.3.3. Any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment. When considering whether to recognise an Employee's employment under this subclause, the relevance of the prior service to the duties to be performed by the Employee will be considered.

39.4. The following shall not count towards the Employee's Continuous Employment:

39.4.1. Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an Employee has an entitlement for payment in lieu by a previous employer.

40. Excess Long Service Leave

40.1. Employees will be notified in writing (not less than 5 leave days prior) when their long service leave balances are approaching the maximum allowable limit of 75 days.

40.2. The Employee will be required to submit a proposal for reducing the leave balance, such that the Employee's leave accrual shall be reduced to 45 days after returning from the period/s of leave proposed. The Employee shall submit the proposal to their supervisor within 10 working days of receiving the notification.

40.3. The proposal will normally be accepted by the supervisor subject to the operational needs of UMSU.

- 40.4. 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 up to 30 days long service leave within a six-month period as determined by UMSU. An Employee directed to take long service leave in accordance with the above shall be provided with not less than three months' notice of the commencement date of the leave.
- 40.5. An Employee shall not be directed to take long service leave for a period of less than four weeks or more than three months in any calendar year.
- 40.6. Where an Employee is directed to take leave and fails to do so at the end of the three-month period, they shall be deemed to be on leave for the period directed, with the balance of the long service leave reduced accordingly.

41. Sick and Carer's Leave

- 41.1. The entitlement for paid sick/carer's leave is 15 days per year. Such leave shall be credited twelve months in advance provided that an Employee appointed on a fixed-term basis for a period of less than twelve months shall be credited on appointment with the pro rata amount of leave that would accrue during the period of the fixed-term appointment.
- 41.2. An Employee's entitlement to paid sick/carer's leave accumulates from year to year.
- 41.3. Paid sick/carer's leave does not accrue during periods of leave without pay, periods of unauthorised absence or during unpaid parental leave.
- 41.4. If the period during which an Employee takes paid sick/carer's leave includes a day or part-day that is a Public Holiday, the Employee is not on paid sick/carer's leave on that Public Holiday.
- 41.5. An Employee (including casual Employees) is entitled to two days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of an illness, injury or an unexpected emergency.
- 41.6. An Employee may take unpaid carer's leave for each occasion as a single continuous period of up to two days or any separate periods to which the Employee and UMSU agree.
- 41.7. An Employee eligible for paid sick/carer's leave cannot take unpaid carer's leave during a particular period where the Employee has sufficient paid entitlement to cover all or part of the absence.

42. Evidentiary Requirements for Sick and Carer's Leave

- 42.1. A statutory declaration may be substituted for a medical certificate for absences of up to two days at a time.
- 42.2. A medical certificate may be requested for any sick/carer's leave claimed immediately before or after public holidays, weekends or ADOs.
- 42.3. A medical certificate must be provided for an absence of three or more consecutive days and may be requested after six single-day or non-medical certificated absences or unpaid sick/carer's leave within a year (calculated from the Employee's anniversary date). If sick/carer's leave is taken for a period of two or more consecutive days, and a medical certificate is not obtained until the second day, the medical certificate is deemed to include the first day and will not affect the number of single sick/carer's leave days without medical certificate an Employee has accrued/is entitled to.

43. Sick Leave Bank

- 43.1. An Employee who has accrued more than 44 days of sick/carer's leave may elect to transfer some of their sick/carer's leave to the sick leave bank.
- 43.2. An Employee who transfers leave to the sick leave bank and subsequently requires sick/carer's leave in excess of their current accrual shall automatically have access to their sick/carer's leave days transferred to the sick leave bank (provided there is a sufficient number of days in the sick leave bank).
- 43.3. The amount of sick/carer's leave that can be transferred to the sick leave bank under this clause is limited to an initial transfer of 20 days and a maximum of five days annually thereafter.
- 43.4. An Employee who has no accrued sick leave may apply for leave from the sick leave bank to cover the Employee's certificated consecutive absences of five or more days, or less at the discretion of the Chief Executive Officer.
- 43.5. Applications for access to the sick leave bank shall be determined by the Chief Executive Officer in accordance with procedures and guidelines agreed with the UMSU Consultative Committee.
- 43.6. Where an Employee is no longer employed by UMSU, that Employee's sick/carer's leave credits (if any) will be removed from the sick leave bank.

44. Compassionate Leave

- 44.1. An Employee is entitled to three days of compassionate leave per occasion:
 - 44.1.1. to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury; or
 - 44.1.2. after the death of a member of their immediate family or household.
- 44.2. An Employee may take compassionate leave for each occasion as:
 - 44.2.1. a single continuous three-day period; or
 - 44.2.2. three separate periods of one day each; or
 - 44.2.3. any other arrangement to which the Employee and UMSU agree.
- 44.3. This three-day entitlement is instead of, and not in addition to, the two day leave entitlement in the NES.
- 44.4. An Employee (excluding casual Employees) will be paid the base salary for the ordinary hours they would have worked during the period of absence. Casual Employees are entitled to unpaid compassionate leave.
- 44.5. An Employee must give UMSU notice as soon as practicable of their absence; including the period, or expected period, of absence.
- 44.6. Evidence that compassionate leave is being taken for the reason stated may be required where UMSU considers it necessary.
- 44.7. Additional paid or unpaid leave may be granted under this clause at the discretion of the CEO.

45. Isolation Leave

45.1. An Employee who contracts an infectious disease classified as notifiable under the *Public Health and Wellbeing Act 2008* (Vic), or an Employee who provides a medical report stating that they are unable to attend for duty as a result of contact with a person suffering from an illness classified as notifiable under the *Public Health and Wellbeing Act 2008* (Vic), shall be granted special leave on full pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law. This special leave is not debited from the Employee's sick/carer leave credits.

46. Domestic Violence

- 46.1. UMSU recognises that Employees sometimes experience situations of violence or abuse in their personal life constituting domestic violence that may affect their attendance or performance at work (also referred to as family violence).
- 46.2. UMSU accepts the definition of family violence as provided by the *Family Violence Protection Act 2008* (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.
- 46.3. Employees are entitled to paid family and domestic violence leave in accordance with the National Employment Standards.
- 46.4. Where an Employee is experiencing domestic violence, which is adversely affecting their health, wellbeing, attendance or performance, UMSU will support the Employee through one or more of the following interventions based on the Employee's particular circumstances:
- 46.4.1. flexible work arrangements;
 - 46.4.2. modified duties and responsibilities;
 - 46.4.3. changing telephone number or email address;
 - 46.4.4. access to accrued sick leave for absences due to domestic violence experienced by the Employee;
 - 46.4.5. In addition to any leave entitlement under the National Employment Standards, provide special leave of absence, paid or unpaid, at the discretion of UMSU, for the purpose of this clause 46;
 - 46.4.6. counselling and other appropriate occupational health and safety support; and
 - 46.4.7. any other appropriate support as required.
- 46.5. All personal information concerning domestic violence attained by UMSU in the course of providing support to Employees as part of this process will be kept confidential in accordance with relevant legislation by UMSU and having regard to UMSU's overriding obligations to protect the wellbeing of the Employee.
- 46.6. The Employee shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 46.7. If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 46. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

47. Leave for Religious Purposes

- 47.1. 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 or for the purposes of cultural or ceremonial leave.
- 47.2. Satisfactory evidence, such as a statutory declaration, may be required.

48. Workers' Compensation Make-up Pay

- 48.1. An Employee who is absent from work on account of a workplace injury or illness that is subject of an accepted compensation claim under the *Accident Compensation Act 1985* (Vic) (ACA) or the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) (WIRCA) or any successor thereto, will be paid workers' compensation make-up pay by UMSU.
- 48.2. Make-up pay will not exceed a continuous period of 52 weeks or an aggregate of 52 weeks in respect of the workplace injury or illness. Where an Employee has concurrent accepted claims there will be only one 52-week period of make-up pay and this will not result in separate or extended periods of make-up pay.
- 48.3. For periods where the Employee is eligible to receive workers' compensation payments, an Employee shall be entitled to worker's compensation make-up pay. Worker's compensation make-up pay shall mean a weekly payment of an amount being the difference between:
 - 48.3.1. the weekly amount of compensation payable to the Employee under the ACA or the WIRCA (or any successor thereto); and
 - 48.3.2. an amount equal to the pre-injury average weekly earnings (as defined in the ACA or the WIRCA or any successor thereto) of the Employee immediately prior to the injury or illness.
- 48.4. Make-up pay will be provided without reduction of the Employee's personal leave entitlement while the Employee is entitled to workers' compensation payments.
- 48.5. An Employee who is granted personal/carer's leave in respect of a workplace injury or illness and who subsequently receives compensation in respect of such incapacity, pursuant to the ACA or the WIRCA (or any successor thereto), shall have the personal/carer's leave recredited to the value of the leave taken in respect of the workplace injury or illness.
- 48.6. An Employee who is partly incapacitated and who cannot obtain suitable employment with UMSU but has obtained suitable employment with another employer shall continue to be paid workers' compensation make-up pay by UMSU provided that the Employee provides UMSU with satisfactory evidence of the rate of weekly compensation and the rate of actual earnings the Employee is receiving from the other employer.
- 48.7. UMSU shall not terminate the employment of an Employee who is in receipt of accident make-up pay prior to the expiry of the period for which such payment is payable except where:
 - 48.7.1. the position that the Employee occupies becomes redundant; or where
 - 48.7.2. the term of a fixed-term contract expires; or where
 - 48.7.3. termination is due to serious and wilful misconduct on the part of the Employee.

- 48.8. All other workers' compensation matters are addressed in accordance with the WIRCA and/or the ACA and/or other applicable workers' compensation legislation as amended from time to time.

49. Jury Service Leave

- 49.1. 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.
- 49.2. Where an Employee who is on long service leave or annual leave is required to attend a Court for the purpose of jury service the Employee shall be placed on Jury Service leave and no deduction shall be made from the long service leave or annual leave credits of the Employee for the day or days of attendance for jury service.
- 49.3. Any fees paid to an Employee by reason of jury service shall not be deducted from the Employee's salary.

50. Special Leave

- 50.1. UMSU will provide for the maintenance of an Employee's ordinary time earnings for special leave taken for the following purposes:
- 50.1.1. Service as a member of a voluntary organisation called upon under the State Disaster Plan, during the period of the stated emergency and for an additional recovery day after the emergency;
 - 50.1.2. Service to provide emergency assistance to a recognised firefighting authority, or, during immediate danger from fire to the Employee's home or the home of a close relative and an additional recovery day after the emergency;
 - 50.1.3. Up to four weeks' leave to participate as an athlete in the Commonwealth, Olympic, Paralympic or Pacific Conference Games;
 - 50.1.4. Two days relocation leave where the Employee moves residence because of a relocation of their workplace;
 - 50.1.5. For Court appearances as a subpoenaed Crown Witness, and appearances in matters directly related to their employment, including arbitration procedures;
 - 50.1.6. To donate blood;
 - 50.1.7. Where an Employee is a member of the Australian Defence Force Reserves, to attend annual training camps (up to 18 days' continuous leave) and to attend classes, schools, or courses of instruction (up to 14 days' leave) where such is specified as a requirement by their Commanding Officer; and
 - 50.1.8. Other special leave at the discretion of the CEO.

51. Designated Leave Days

- 51.1. Each Employee with over 6 months' continuous service shall be entitled to one stand alone "designated leave" day per annum.
- 51.2. Employees will also accumulate designated leave days pursuant to clause 33 Public Holidays.
- 51.3. Designated leave days are to be taken on a date to be designated by that Employee and approved by the Employee's supervisor/manager.

- 51.4. Employees must request the leave day in advance, and approval to take such leave will not be unreasonably withheld.
- 51.5. The designated leave days must be taken by 31 December in the year accrued and are not cumulative, nor are they paid on termination of employment.

52. Leave Without Pay (LWOP)

- 52.1. Leave Without Pay (LWOP) may be granted in special circumstances at the discretion of the CEO or nominee upon written application from the Employee, giving at least four weeks' notice where possible.
- 52.2. Example of when LWOP may be granted include (but are not limited to):
 - 52.2.1. To appear in court for any other reason than those already stated;
 - 52.2.2. To accompany a spouse travelling overseas as a requirement of their employment for a period of up to six months;
 - 52.2.3. To contest a municipal, state or federal election as a candidate;
 - 52.2.4. To undertake full-time study where study leave is not available; or
 - 52.2.5. For other purposes at the discretion of the CEO or nominee.
- 52.3. An Employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.
- 52.4. Appeals against the granting of leave without pay will be dealt with through the Dispute Resolution Procedures in clause 10.

53. Study Leave

- 53.1. Employees are encouraged to undertake studies related to their present duties and/or which will help develop their ability to perform their current or probable future duties or will benefit UMSU in some other way.
- 53.2. The CEO may approve a formal application for paid study leave for Employees to attend lectures, tutorials, practical classes and examinations, or undertake research or thesis preparation, inclusive of travel time, provided that the course of study is related to their present duties or to probable future duties. A maximum of 140 hours per annum may be granted for full-time Employees, with each year being treated separately.
- 53.3. Staff who are undertaking a course of study but who do not receive paid study leave during work time are entitled to a minimum of one day paid time off per subject to prepare and sit for examinations, subject to approval by the CEO.

54. Union Training Leave and Delegates' Rights

- 54.1. This clause 54 provides for the exercise of the rights of workplace delegates (as defined by this Agreement) set out in section 350C of the Act.
- 54.2. Before exercising entitlements under this clause 54, a Union delegate must give UMSU written notice of their appointment or election as a Union delegate.
- 54.3. If requested, the Union delegate must provide UMSU with evidence that would satisfy a reasonable person of their appointment or election.
- 54.4. Where an employee ceases to be a Union delegate, they must give written notice to UMSU within 14 days.

54.5. Upon request from UMSU in writing, the NTEU shall provide UMSU with a list of all authorised Union delegates.

54.6. Right of Representation

54.6.1. A Union delegate may represent the industrial interests of Employees who wish to be represented by the workplace delegate in matters including:

54.6.1.1. consultation about major workplace change;

54.6.1.2. consultation about changes to rosters or hours of work;

54.6.1.3. resolution of disputes;

54.6.1.4. disciplinary processes;

54.6.1.5. enterprise bargaining where the Union delegate is acting as a bargaining representative or is assisting the delegate's organisation with enterprise bargaining; and

54.6.1.6. and procedure under the Agreement or UMSU policy under which Employees are entitled to be represented and which concerns their industrial interests.

54.7. Entitlement to Reasonable Communication

54.7.1. A Union delegate may communicate with Employees for the purpose of representing their industrial interests under this clause 54. This includes discussing Union membership and representation with the Employees.

54.7.2. A Union delegate may communicate with Employees during working hours or work breaks, or before or after work.

54.7.3. This clause 54 does not require UMSU to provide a Union delegate with access to electronic means of communication in a way that provides individual contact details for employees.

54.8. Entitlement to reasonable access to the workplace and workplace facilities

54.8.1. UMSU must provide Union delegates with access to or use of the following workplace facilities, unless due to operational requirements it is impractical to provide access to or use of the facility at the time or in the manner it is sought:

54.8.1.1. a room or area to hold discussions that is fit for purpose, private and accessible by Union delegate(s) and Employees;

54.8.1.2. a physical or electronic noticeboard;

54.8.1.3. electronic means of communication ordinarily used in the workplace by UMSU to communicate with Employees and by Employees to communicate with each other, including access to Wi-Fi;

54.8.1.4. a lockable filing cabinet or other secure document storage area; and

54.8.1.5. office facilities and equipment including printers, scanners and photocopiers.

54.9. Union Training Leave

- 54.9.1. Paid leave of absence will be granted to Employees to attend short (three days' duration or less) union courses or seminars on the following conditions:
 - 54.9.1.1. That the CEO is satisfied that alternative arrangements can be made to cover the workload of the Employee without detriment to UMSU's operations; and
 - 54.9.1.2. That the scope, content and level of the short courses are such as to contribute to a better understanding of industrial relations and industrial dispute resolution. Such courses may include courses conducted by the Union.
- 54.9.2. Separate to clause 54.9.1, upon request:
 - 54.9.2.1. Union delegates may access up to ten days' union training leave every two years (non-cumulative). Union training leave is not subject to pro rata application for part-time Employees.
 - 54.9.2.2. Union delegates shall be granted leave for the purposes of attending State and National Councils and Conference.
- 54.9.3. For the purposes of this clause 54, payment for a day of paid time during normal working hours is payment of the amount the Employee/Union delegate would have been paid for the hours the Employee/Union delegate would have been rostered or required to work on that day if they had not been absent from work to attend the training.

54.10. Parties obligations in relation to this clause

- 54.10.1. UMSU will not:
 - 54.10.1.1. unreasonably fail or refuse to deal with a Union delegate;
 - 54.10.1.2. knowingly or recklessly make a false or misleading representation to a Union delegate; or
 - 54.10.1.3. unreasonably hinder, obstruct or prevent the exercise of the rights of a Union delegate under the Act or this clause 54.
- 54.10.2. Union delegates will, in the exercise of their rights under the Act and this clause 54, and subject to the provisions of this Agreement:
 - 54.10.2.1. comply with lawful and reasonable directives of UMSU;
 - 54.10.2.2. comply with UMSU policies and procedures;
 - 54.10.2.3. not hinder, obstruct or prevent the normal performance of work; and
 - 54.10.2.4. not hinder, obstruct or prevent Employees exercising their rights to freedom of association.

55. Leave to not Count as Service

- 55.1. For the purposes of accrual of leave (other than long service leave as set out in clause 38) any period of unpaid leave above twenty days, whether continuous or aggregate, will not be counted as service.

56. Primary Care Givers Leave

- 56.1. Subject to the clauses below, primary care-givers leave will be paid as follows:

Years of continuous service	Paid leave	Unpaid leave
Less than one year	1 week's pay per 2 months of continuous service	Additional unpaid leave as will bring the aggregate leave to a continuous period of 12 months
One year but less than two years	14 weeks' full pay	Additional unpaid leave as will bring the aggregate leave to a continuous period of 12 months
More than two years	14 weeks' full pay and 12 weeks' half pay	Additional unpaid leave as will bring the aggregate leave to a continuous period of 12 months

56.1.1. The provisions of this clause 56 will be in addition to any paid parental leave schemes provided by any state or federal government.

56.1.2. Any Employee wishing to take primary care-givers leave pursuant to the table at clause 56.1 may be asked to provide a medical certificate from a registered medical practitioner stating the expected date of birth.

56.2. Commencement and Cessation of Primary care-givers Leave

56.2.1. Paid primary care-givers leave for all eligible Employees should commence no later than six (6) weeks before the anticipated date of birth. Leave may commence earlier or later provided that UMSU may request a supporting medical certificate. Such leave must be taken in a continuous period.

56.2.2. Additional unpaid leave may be taken to bring the aggregate leave to a continuous period of twelve months. 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.

56.2.3. An Employee may choose to take the period of paid primary care-givers leave on half pay for double the eligible period provided that this provision shall not act to extend the maximum entitlement to Parental Leave.

56.2.4. UMSU may direct an Employee to commence primary care-givers leave at any time within six weeks of the expected date of birth, provided that:

56.2.4.1. written notice of such direction of at least ten working days shall be given to the member of staff;

56.2.4.2. the member of staff shall be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that they are fit for work.

56.2.5. The member of staff shall provide written notice to UMSU not less than four weeks preceding the date upon which they propose to commence primary care-givers leave stating the period of leave to be taken save that UMSU may waive the requirement for notice in special circumstances.

56.3. Primary care-givers Leave - Other conditions

- 56.3.1. An Employee on primary care-givers leave may use accrued annual leave, TOIL and long service leave credits to cover any of the period of leave without pay.
- 56.3.2. An Employee on primary care-givers leave who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid primary care-givers leave shall upon the submission of a medical certificate or statutory declaration be entitled to be placed on personal/carer's leave for the period of illness subsequent to the date on which paid primary care-givers leave expires.
- 56.3.3. An Employee shall be entitled to extend the period of primary care-givers leave provided that they provide written notice of fourteen days to UMSU and the total period of leave does not exceed 24 months.
- 56.3.4. A request to extend or reduce the period of primary care-givers leave again shall be subject to approval by UMSU.
- 56.3.5. An Employee shall confirm their intention to return to work by providing written notice to UMSU not less than four weeks prior to the expiration of the period of primary care-givers leave or of the period of leave granted. An Employee on primary care-givers leave shall have the right to return to the position held immediately before taking parental leave, or before they worked a reduced fraction due to pregnancy. If that position no longer exists, UMSU shall employ them in a position commensurate with the classification and duties for which they are qualified.
- 56.3.6. By agreement, a staff member may resume duty earlier than the date originally approved with the agreement of the relevant manager.
- 56.3.7. An Employee 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:
 - 56.3.7.1. paid leave as per this clause or where the member of staff has commenced such leave that period of paid leave outstanding;
 - 56.3.7.2. such leave without pay as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve calendar months.
- 56.3.8. An Employee employed on a short-term appointment whose appointment expires during a period of paid primary care-givers leave shall not be eligible for further primary care-givers leave after the date of expiry of the appointment unless they are re-employed on a permanent basis or on a further appointment. The provision of primary care-givers leave shall not be grounds for the termination of an appointment or for a refusal by UMSU to offer re-employment.

56.4. Partner Leave - Eligibility and Entitlement

- 56.4.1. A partner seeking partner leave entitlements must satisfy a 12-month qualifying period of continued employment.

- 56.4.2. A partner who has accepted responsibility for the on-going care of a child shall be entitled to leave on full pay for three weeks. Such leave shall be taken within the period commencing one (1) week prior to the expected date of the birth of the child and concluding six weeks (6) after the birth of the child or, in the case of adoption of a child, within six weeks from the date of placement.
- 56.4.3. A partner shall in addition be entitled to an unbroken period of up to 52 weeks unpaid leave in order to be the primary care-giver of a child.
- 56.4.4. The Employee must produce, in relation to any period to be taken under this clause 56.4 a statutory declaration stating:
 - 56.4.4.1. that they will take that period of partner leave to become the primary care-giver of a child;
 - 56.4.4.2. particulars of any period of primary care-givers leave sought or taken by their partner; and
 - 56.4.4.3. that for the period of partner leave he/she will not engage in any conduct inconsistent with their contract of employment.

56.5. Partner Leave - Commencement and cessation

- 56.5.1. The Employee shall, not less than ten weeks prior to each proposed period of leave, give UMSU notice in writing stating the dates on which they propose to start and finish the period or periods of leave and produce the required statutory declaration.
- 56.5.2. The Employee shall not be in breach of this clause as a consequence of failure to give the notice required if such failure is due to:
 - 56.5.2.1. the birth occurring earlier than the expected date; or
 - 56.5.2.2. the death of the mother of the child; or
 - 56.5.2.3. other compelling circumstances.
- 56.5.3. The Employee shall immediately notify UMSU of any change in the information provided pursuant to this clause.
- 56.5.4. Provided the maximum period of partner leave does not exceed the period to which the Employee is entitled:
 - 56.5.4.1. the period of partner leave provided may be lengthened once only by the Employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be lengthened;
 - 56.5.4.2. the period may be further lengthened by agreement between UMSU and the Employee;
 - 56.5.4.3. The period of partner leave taken may, with the consent of UMSU, be shortened by the Employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be shortened.

56.6. Partner Leave - Other conditions

- 56.6.1. The period of partner leave applied for under this clause, but not commenced, shall be cancelled when the pregnancy of the Employee's spouse terminates other than by the birth of a living child.
- 56.6.2. Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the Employee is entitled, an Employee may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which they are entitled.
- 56.6.3. Paid personal/ carer's leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an Employee during their absence on partner leave.
- 56.6.4. An Employee on partner leave shall have the right to return to the position held immediately before taking partner leave and fraction of employment. If that position no longer exists, UMSU shall employ him or her in a position commensurate with the classification and duties for which they are qualified.

56.7. Adoption Leave - Eligibility and entitlement

- 56.7.1. An Employee who submits satisfactory evidence either of being an approved applicant for the adoption of a child, or of assuming other legal responsibility for a child, and of the date of placement of that child shall be entitled to:
 - 56.7.2. where the child is at the date of adoption under twelve months of age, leave on full pay for a continuous period of twelve weeks commencing from the date of placement;
 - 56.7.3. where the child is at the date of adoption twelve months or more, leave on full pay for a continuous period of six weeks (6) commencing from the date of placement;
 - 56.7.4. such leave without pay as will bring the aggregate leave to a continuous period not exceeding fifty-two (52) weeks.
- 56.7.5. An Employee may choose to take the period of paid adoption leave on half pay for double the eligible period provided that this provision shall not act to extend the maximum entitlement to parental leave.
- 56.7.6. The Employee must produce, in relation to any period to be taken under this clause, a statutory declaration stating:
 - 56.7.6.1. that they will take that period of leave to become the primary care-giver of a child;
 - 56.7.6.2. particulars of any period of adoption leave sought or taken by their partner; and
 - 56.7.6.3. that for the period of adoption leave they will not engage in any conduct inconsistent with their contract of employment.

56.8. Adoption leave - Commencement and cessation

- 56.8.1. The Employee shall provide notice and evidence in relation to adoption leave in accordance with the National Employment Standards.

- 56.8.2. The provision of adoption leave shall not be grounds for the termination of an appointment or for a refusal by UMSU to offer re-employment.
- 56.8.3. An Employee on adoption leave shall have the right to return to the position and fraction of employment held prior to taking adoption leave.

56.9. Return to Work - Reduced Hours

- 56.9.1. An Employee returning to work from a period of parental leave, including partner leave and adoption leave, may seek to return at reduced hours by providing a written request to UMSU not less than eight weeks prior to the expiration of the period of parental leave. Such request shall include both the preferred hours per week and the desired duration of the reduced fraction of employment.
- 56.9.2. The fraction and duration of employment shall be mutually agreed.
- 56.9.3. 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.
- 56.9.4. Where the relevant supervisor/manager deems that an arrangement cannot be granted on operational grounds, a written explanation of the circumstances must be provided to the CEO for determination. A copy of that explanation shall also be provided to the Employee.
- 56.9.5. If an Employee believes that they have been aggrieved or their request for fractional flexibility under this clause has not been considered fairly that Employee may invoke the Dispute Resolution Procedures in clause 10.

56.10. Extension of Parental leave

- 56.10.1. An Employee on parental leave may seek to extend the period of leave without pay by providing a written request to UMSU not less than eight weeks (8) prior to the expiration of the original period of parental leave. Such request shall include the desired duration of the extension of leave without pay.
- 56.10.2. The extension of leave without pay shall be mutually agreed but should not normally be more than 24 months of the total quantum of paid and unpaid parental leave.
- 56.10.3. At the expiry of the extended period of parental leave, the Employee shall have the right to resume work at the fraction of employment and on the substantive classification and salary, with duties commensurate with the qualifications and experience held and as far as practicable similar to those performed prior to taking parental leave.
- 56.10.4. Where the relevant supervisor/manager deems that an arrangement cannot be granted on operational grounds, a written explanation of the circumstances must be provided to the CEO for determination. A copy of that explanation shall also be provided to the Employee.
- 56.10.5. If an Employee believes that they have been aggrieved or their request for an extension of parental leave under this clause has not been considered fairly, that Employee may invoke the Dispute Resolution Procedures in clause 10 of this Agreement.

PART E - WORKPLACE FLEXIBILITY

57. Accrued Day Off

- 57.1. An Employee may make application to their supervisor/manager to work additional hours so as to facilitate one Accrued Day Off (ADO) after every 2 or 4 weeks of service (dependant on the quantum of additional hours worked).
- 57.2. The appropriate supervisor/manager will make a decision regarding such applications based on the needs of the organisation, taking into account whether:
 - 57.2.1. service provision would be affected by the Employees' absence;
 - 57.2.2. there would be any operational inefficiencies caused by the absence of the Employee;
 - 57.2.3. the absence of an Employee on an ADO would require a casual to cover the shift, or other Employees to work additional hours.
- 57.3. Subject to approval by the Employee's supervisor/manager, and taking into account the requirements of clauses 57.2, an ADO may be "banked" and taken within the year in which it is accrued.
- 57.4. The provisions of this clause 57 (Accrued Day Off) are not applicable to the position of Artistic Director/Theatre Coordinator.

58. Job Sharing

- 58.1. Job sharing is a voluntary working arrangement in which two Employees share one position, in order to offer greater employment options and facilitate more flexible working arrangements.
- 58.2. Where the CEO (in consultation with the Divisional Manager) agrees a position may be able to be performed on a job-share basis without inefficiency, the option of job sharing shall be available when the position becomes vacant or at the election of the incumbent.
- 58.3. Both Employees must be able to perform all the inherent requirements of the position and will share the same classification.
- 58.4. Job sharing may be designed on the basis of shared or divided duties and responsibilities.
- 58.5. The division of work will depend upon the needs of the work area, the Employees, and the particular job, and does not need to be an equal time share.
- 58.6. Wherever practicable and necessary, the work schedule should provide for overlapping time on the job by the two Employees, such time not necessarily being in excess of the total hours for the position.
- 58.7. Employees transferring from full-time to job share will have all their leave balances maintained up to the date of transfer.
- 58.8. Should one of the job-share Employees cease to be employed, the other Employee shall have first option of taking up the total position or to negotiate a different proportion of the hours of the position.

59. Child Care

- 59.1. An Employee responsible for the care of a child may, by agreement with the Employer, bring the child to work, where this does not conflict with the performance of the Employee or other Employees.
- 59.2. Where an Employee is required to work additional hours and child care is a particular problem, this should be sufficient grounds for the Employee not to work.
- 59.3. Should the Employer still require the Employee to engage in work-related activities, the Employer will reimburse the Employee for child care costs.

PART E - PERFORMANCE & EMPLOYMENT MANAGEMENT

60. Probation Period

- 60.1. The first appointment of an Employee to a position at UMSU is normally subject to a probationary period.
- 60.2. The length of a probationary period must be included in the letter of offer.
- 60.3. The probationary period for a professional staff member in a continuing or fixed term position is normally three months from the date the UMSU Probation Plan is signed by both the Employee and their immediate supervisor, provided that the plan must be signed within the first 4 weeks of employment.
- 60.4. A probationary period is not normally required for an Employee entering into a second or subsequent successive contract of employment, provided that they have already served a probationary period in their first contract of employment and the duties of the position remain substantially unchanged.
- 60.5. A shorter probationary period may apply by agreement, or this clause may be waived by the Chief Executive Officer.
- 60.6. The probation period will be exclusive of any period of Employee leave greater than or equal to 5 consecutive days.
- 60.7. The probation period will be exclusive of the Christmas Closedown period (period between Boxing Day and New Years' Day).
- 60.8. During the probation period, UMSU must provide the Employee with the following:
 - 60.8.1. An appropriate induction to undertake the duties required;
 - 60.8.2. Written performance criteria and a reasonable time frame for achievement; and
 - 60.8.3. Specific assistance and support to undertake the duties required.
- 60.9. If at any time during the probationary period the supervisor, under the direction of the relevant Divisional Manager, considers that the Employee is not likely to be confirmed in the position, the Employee shall be counselled and advised of this likelihood. A specific program to assist the Employee to undertake the duties required will be put in place.
- 60.10. Where circumstances arise, which are outside the control of either the Employer or Employee, a probation period may be extended.
- 60.11. A probation period may only be extended by a period of up to a further 12 weeks (provided that not more than one extension may apply).

61. Outcome of Probation Period

- 61.1. The supervisor must make a recommendation to the Chief Executive Officer, at least ten working days before the end of the probation period, as to whether:
 - 61.1.1. The staff member should be confirmed; or
 - 61.1.2. That the probation period should be extended by a period of up to a further 12 weeks in order to achieve the required standard (provided that not more than one extension may apply); or
 - 61.1.3. That the staff member not be confirmed.

- 61.2. Where the recommendation is that the Employee not be confirmed, the Chief Executive Officer must be satisfied that:
 - 61.2.1. The probation procedures have been followed;
 - 61.2.2. That the staff member was given appropriate support to achieve the performance criteria; and
 - 61.2.3. That the staff member was advised that non-confirmation of appointment was a possible outcome of the probation process.
- 61.3. Where the recommendation is that the Employee will not be confirmed, the staff member must have the opportunity to comment on the recommendation before it is enacted.
- 61.4. The decision of the CEO will consider the supervisor's recommendation and the Employees' response to the supervisor's recommendation where provided.
- 61.5. Where an Employee who has been employed for over 6 months is terminated pursuant to these procedures the matter may be referred to FWC on the grounds that the termination was harsh, unjust or unreasonable. The parties agree that FWC can resolve the dispute and that they will be bound by any recommendation, decision or order of FWC.

62. Performance Development

- 62.1. UMSU is committed to creating a work environment where the skills and capabilities of Employees are valued, and where Employees are given the opportunity to pursue continuous learning opportunities. In achieving this, UMSU will encourage Employees by offering career development opportunities that foster high-performance and work-related achievements.
- 62.2. In addition, UMSU will ensure that Employees' performance development plans are compliant with relevant legislation and obligations under the enterprise agreement, are aligned with UMSU's goals, and with the statement of purpose set out in the UMSU Constitution.
- 62.3. As part of the performance development process, a supervisor and Employee may identify a professional development pathway involving formalised study/education, where a particular course is appropriate to, and supports the organisation's objectives and the performance of the role. Study leave may be utilised to support completion of such study/education in accordance with the provisions of clause 53 Study Leave.
- 62.4. Any amendment to the policy will be in consultation and negotiated agreement with Employees and the NTEU.
- 62.5. Disputes regarding the Employee Development Policy or Procedures will be dealt with in accordance with the dispute resolution procedure in the Employee Development Policy.

63. Secondment

- 63.1. As part of UMSU's commitment to the professional career development of Employees and in recognition of the mutual benefit associated with the provision of job-related education, training and experiential development, UMSU shall ensure that career development opportunities including secondments, both within the organisation and externally where practicable, are made available for all Employees.

64. Position Descriptions

- 64.1. All positions shall have a position description written in accordance with the accepted UMSU format.

- 64.1.1. A new position description shall be developed and agreed between the supervisor and the relevant manager. The documentation shall be forwarded to the Senior member of staff in charge of Human Resources for approval and classification.
- 64.1.2. Where a review of a current position description occurs and the position is occupied, the incumbent and supervisor in consultation shall develop the new position description. Where agreement is reached the documentation shall be forwarded to the relevant manager for endorsement. The manager shall then forward the documentation to the Senior member of staff in charge of Human Resources for approval and classification.
 - 64.1.2.1. If the incumbent and the supervisor are unable to come to an agreement with regard to the position description the matter shall be referred to the relevant manager. Should it remain unresolved it shall be referred to the Senior member of staff in charge of Human Resources for assistance and resolution.
 - 64.1.2.2. Where the matter remains unresolved after referral to the Manager, Human Resources, then this will be dealt with through the Dispute Resolution Procedures in clause 10.
- 64.1.3. Where a review of a current position occurs, and the position is not occupied, the position description shall be reviewed by the supervisor in consultation with the relevant manager. The documentation shall be forwarded to the Senior member of staff in charge of Human Resources for approval and classification.
- 64.2. The classification of a position will be determined once the agreed position description is resolved and approved by the Manager, Human Resources.

65. Classification Process - Scope

- 65.1. These procedures shall be used for the classification or reclassification of all staff positions in UMSU covered by this Agreement with the exception of the Chief Executive Officer.
- 65.2. Classification for casual appointments shall be made in line with the relevant Occupational/Industry Modern Award in [Schedule B](#).
- 65.3. These procedures shall be used in the following circumstances:
 - 65.3.1. when a position is created;
 - 65.3.2. 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;
 - 65.3.3. where a vacant position is being reviewed by the supervisor and it is determined that a substantial change to the position description is required which warrants reclassification.

66. Classification Process

- 66.1. The Classification Descriptors in [Schedule D](#) shall be the sole determinant of the classification of staff positions.
- 66.2. The Senior member of staff in charge of Human Resources will review the position description and make a recommendation to the Chief Executive Officer on the classification level of the position and communicate this decision to the above-named parties.

- 66.3. The date of effect of any reclassification shall be the date of the incumbent's written application for a reclassification or the date specified by all parties as that on which the duties, as described, commenced.
- 66.4. If an employee is not satisfied with the outcome of the classification, this will be dealt with through the Dispute Resolution Procedures in clause 10.
- 66.4.1. If the Dispute Resolution Procedures results in a determination that an incumbent's position should be classified at a lower classification, UMSU will maintain the incumbent's salary until the salary realigns with the remuneration appropriate to the new classification level.
- 66.4.2. If the Dispute Resolution Procedures results in a determination that an incumbent's position should be classified at a higher classification, the reclassification and payment of all salary and entitlements, will have effect from the date the of the incumbent's written application for a reclassification or the date specified by all parties as that on which the duties, as described, commenced.
- 66.5. At any stage during this process the Employee involved may have the assistance of the Union or other nominated Employee representative.

67. Training

- 67.1. UMSU will provide for the training and development needs of all staff, and the funding of such training and development, in accordance with the UMSU Employee Development Policy.

68. Re-Entry Training

- 68.1. An Employee returning from any form of extended leave from UMSU (for the purposes of this clause "extended leave" shall mean a period of twelve months or more) may request, on return to work, training designed to assist their re-entry into the workforce.
- 68.2. The content of such training shall be decided in consultation with their supervisor and shall be approved by the relevant Divisional Manager and the Chief Executive Officer.

PART F - CESSATION OF EMPLOYMENT

69. Termination of Employment

- 69.1. Termination by UMSU may only be enacted pursuant to the disciplinary or redundancy procedures of this Agreement.
- 69.2. Notice of termination (or payment in lieu) required from UMSU (except in the case of summary dismissal or redundancy) shall be at least:

Period of Service	Notice of termination
Less than 1 year	1 week
More than 1 year, but less than 3 years	2 weeks
More than 3 years, but less than 5 years	3 weeks
More than 5 years	4 weeks

- 69.3. Employees over 45 years of age are entitled to an additional 2 weeks' notice.
- 69.4. Notice of termination required from the Employee shall normally be two weeks unless otherwise specified in an Employees' letter of appointment. This amount may be withheld by UMSU if the Employee does not provide the requisite notice.

70. Notice, Renewal and Severance for Fixed Term Employment

- 70.1. UMSU shall provide to a fixed-term Employee a written notice of UMSU's intention to renew, or not to renew, employment upon the expiry of the fixed-term contract.
- 70.2. A fixed-term Employee whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment (other than an employee engaged pursuant to clauses 16.4.6.4, 16.4.6.5, or 16.4.6.6 or an employee engaged pursuant to clause 16.4.4) shall be entitled to a severance payment in accordance with the following scale and in the following circumstances:
- 70.3. Where an Employee is employed on a fixed-term contract to do work required for the circumstances described in clause 16 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;

Period of Service	Severance Pay
Less than 1 year	2 weeks' pay
More than 1 year and less than 2 years	4 weeks' pay
More than 2 years and less than 3 years	6 weeks' pay
More than 3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

71. Redundancy

- 71.1. Where an Employee has been made redundant in accordance with clause 9 of the Agreement, the Employee will be provided with eight weeks' notice of redundancy, or payment in lieu of any part thereof.
- 71.2. An Employee who has been given notice of redundancy pursuant to this clause and has not been redeployed to another position by the expiry of the notice period shall be retrenched and paid the severance payment at clause 74.
- 71.3. An Employee who has been given notice of redundancy pursuant to this clause may choose to leave UMSU at any time during the notice period on the provision of two weeks' notice or shorter notice by agreement. An Employee choosing to leave UMSU prior to the end of the notice period shall be paid the balance of the notice period in addition to the severance payment at clause 74.

72. Redeployment

- 72.1. An Employee whose position is likely to be made redundant or has become redundant, may be offered redeployment to a reasonable alternative position by UMSU within the notice period.
- 72.2. Where an Employee rejects redeployment offered by UMSU to a reasonable alternative position, the Employee shall not be entitled to severance payment under clause 74 but shall be entitled to the balance of the notice period under clause 71. A position will be deemed to be a reasonable alternative position where the salary level, terms and conditions of employment, utilisation of existing competencies and geographic location are substantially commensurate with those of the redundant position.
- 72.3. Appropriate training will be made available where necessary to assist the Employee to meet the requirements of the reasonable alternative position.
- 72.4. Where an Employee accepts redeployment to a lower classification it will be on the basis of a three-month trial period during which time the Employee can elect to be made redundant and receive severance pay but not notice. Throughout the trial period the Employee will be entitled to maintain their previous salary and classification in all respects.
- 72.5. Where an Employee remains in the redeployed role beyond the three-month trial period, the Employee will be entitled to maintain their previous salary and classification level in all respects for a period of three months where the Employee is under 45 years of age, and for nine months where the Employee is 45 years of age or over at the time of redeployment.

73. Arrangements to Seek Alternative Employment

- 73.1. An Employee who has been given notice pursuant to clause 71 will, during the notice period, be entitled to leave of up to one day per week with full pay to attend job interviews. The Employee shall provide verification of attendance at interviews to the CEO (or delegate).
- 73.2. An Employee who has been given notice pursuant to clause 71 will, during the notice period and upon making a formal written request, be entitled to access outplacement support to the value of \$500 or 1% of annual salary, whichever is the greater.
- 73.3. An Employee who has been given notice pursuant to clause 71 will, during the notice period and upon making a formal written request, be entitled to access financial advice up to the value of \$200 or 0.5% of annual salary, whichever is the greater.

73.4. UMSU will provide the Employee with a certificate of service and appropriate reference upon request.

74. Severance Payment

74.1. An Employee shall receive the following as a severance payment, in addition to other entitlements:

74.1.1. Three and a half (3.5) weeks' pay per year of service pro rata; and

74.1.2. Pro rata Long Service Leave after three years' service.

74.2. Severance benefits pursuant to this clause shall be not less than 5 weeks' pay or more than 52 weeks' pay.

PART G - GRIEVANCE, PERFORMANCE MANAGEMENT AND DISCIPLINARY ACTION

75. Employment Related Grievances - General Principles

- 75.1. UMSU is committed to a supportive and harmonious work environment and will provide a fair, prompt and consistent process to resolve grievances for Employees.
- 75.2. A Grievance is any type of problem, concern or complaint related to an employee's work or the work environment, subject to clause 75.6.
- 75.3. Every effort should be made to promote a satisfactory resolution of grievances internally where this is possible. This should be achieved through constructive and positive discussions between and amongst Employees of UMSU in a timely manner.
- 75.4. Negotiated solutions will aim to address the key issues and be acceptable to all individuals or parties involved without ascribing blame or engaging in victimisation or discrimination. Complainants will not suffer any disadvantage, victimisation or discrimination as a result of raising a grievance, with minimum stress and maximum protection for all concerned.
- 75.5. This Grievance Resolution Process is available to all UMSU Employees.
- 75.6. The following matters are excluded from the operation of the Grievance Resolution Process:
 - 75.6.1. Where the matter falls under the Dispute Resolution Procedures in accordance with clause 10 of the Agreement or an appeal process established within this Agreement;
 - 75.6.2. Matters that fall within the jurisdiction of relevant legislation (e.g. discrimination under the *Equal Opportunity Act 2010*, the *Occupational Health and Safety Act 2004* while giving proper regard to the Act);
 - 75.6.3. Matters which fall within the scope of UMSU policies and procedures; or
 - 75.6.4. Matters that are properly the jurisdiction of Students' Council or a Student Representative Department.

76. Grievance Resolution Process - Informal Resolution

- 76.1. In the first instance, the complainant should attempt to resolve the grievance with the respondent through informal means. Every effort should be made, in a constructive manner, to resolve the grievance as soon as practicable. To achieve this, the respondent will be provided with the general nature of the concerns raised by the complainant. If requested, the Senior member of staff in charge of Human Resources or the complainants' Divisional Manager may provide advice and support to the complainant on how to deal with the grievance.
- 76.2. Where the parties to the grievance agree, an independent mediator may be engaged by the Senior member of staff in charge of Human Resources or the appropriate Divisional Manager to assist in resolving the grievance. The mediation process shall remain confidential, however the outcomes of the mediation will be recorded and provided to the Senior member of staff in charge of Human Resources in accordance clause 76.3
- 76.3. Where the grievance is resolved informally, an appropriate record of the resolution (e.g. written statements of agreement) will be provided to all parties involved in the grievance.

- 76.4. If after a reasonable period of time not exceeding ten working days, the grievance is not resolved informally, or where or informal resolution is attempted but not successful, formal resolution of the grievance may be sought.
- 76.5. In circumstances where a complainant does not feel that they will be able to resolve the matter by informal means, they can seek to resolve a grievance in accordance with clause 77.

77. Grievance Resolution Process - Formal Resolution

- 77.1. The complainant shall contact the Senior member of staff in charge of human resources and provide all relevant information regarding the grievance. In circumstances where the nature of the grievance may meet the definition of misconduct or serious misconduct, the Senior member of staff in charge of Human Resources will inform the complainant of this, and the matter will be referred to the relevant disciplinary procedure within the Agreement.
- 77.2. All relevant information must be provided to the respondent.
- 77.3. The Senior member of staff in charge of human resources will convene a meeting between the complainant and the respondent/s (and where requested, their support person/s) to attempt to resolve the grievance. Two working days' notice will be provided to the Respondent. This meeting will normally be held within five working days of the receipt of the grievance notification. Where the grievance is resolved during this meeting, an appropriate record of the resolution should be provided to all parties involved in the grievance. A follow up meeting to ensure the grievance remains resolved may be scheduled within a month after this meeting.
- 77.4. Where there is an actual or perceived conflict of interest identified, the activities undertaken in 77.3 may be delegated to an independent and suitably qualified mediator.
- 77.5. If the grievance is not resolved in accordance with clause 77.3, or there are concerns raised up and until the follow up meeting as per clause 77.3, the Senior member of staff in charge of Human Resources will provide a written report to the CEO. This report will be provided to the complainant and the respondent(s). Any party may provide further written information directly to the CEO within two working days of receiving the written report prepared by the Manager, Human Resources.
- 77.6. The CEO will consider the grievance fairly and impartially and will make a determination as to whether the grievance is dismissed or upheld as soon as practicable following receipt of the written report and/or further information provided by either party. The CEO will outline the reason/s for their decision and any action to be taken.
- 77.7. Possible actions arising from the resolution of a grievance are:
- 77.7.1. a requirement that the complainant receives an apology, and/or the issue complained of is addressed or the behaviour modified;
 - 77.7.2. a requirement that the respondent undertake training or development;
 - 77.7.3. measures to address any potential workplace repercussions;
 - 77.7.4. where the complainant and respondent agree, seeking resolution through further mediation by an agreed, trained professional;
 - 77.7.5. recommended counselling, with a trained counsellor for the complainant and/or respondent, whereby UMSU will pay reasonable costs incurred; or

- 77.7.6. establishing a monitoring period to assess progress of the strategies undertaken.
- 77.8. If the complainant or respondent does not accept the decision of the CEO, they may refer the matter to Fair Work Commission for conciliation and/or arbitration.
- 77.9. The parties agree to be bound by any determination made by a person under clause 77.6.
- 77.10. All information gathered during the grievance resolution procedure must remain strictly confidential, unless the parties agree otherwise.
- 77.11. At any stage during clause 76 or 77, any Employee involved may have the assistance of the Union, other nominated Employee representative or a support person.
- 77.12. Where a complaint has been lodged against the Manager, Human Resources, the CEO will nominate another qualified person to complete the functions above.

78. Employment Related Grievances concerning the CEO

- 78.1. Where the grievance involves the CEO, the complainant may inform the President of UMSU. Prior to any further action, the President and the complainant must seek the advice of the Senior member of staff in charge of human resources.
- 78.2. Both the informal and formal processes are available to the complainant to resolve the grievance.
- 78.3. The President shall follow due process as provided for within the terms and conditions of the contract of employment of the CEO.

79. Performance Management - General Principles

- 79.1. UMSU is committed to ensuring that all unsatisfactory performance issues are addressed and managed in a timely, appropriate and sensitive manner.
- 79.2. Performance Management is a process that provides feedback, accountability, and documents performance outcomes for Employees whose performance is unsatisfactory.
- 79.3. The performance management process is applied when an Employee's work performance is unsatisfactory, or where the Employee substantively fails to perform duties or deliver outcomes to the standards, responsibilities or reasonable expectations commensurate with the nature, purpose and classification of their position. Unsatisfactory performance can also be exhibited through non-compliance with workplace rules, policies or procedures or through failure of employees to observe UMSU's values.

80. Performance Management - Process

- 80.1. UMSU will identify and notify the Employee of any areas where an Employee may be at risk of unsatisfactory performance. UMSU will provide a genuine opportunity for the Employee to improve their performance through:
 - 80.1.1. Coaching;
 - 80.1.2. Training;
 - 80.1.3. Professional Development;
 - 80.1.4. Clarifying work tasks and objectives; or
 - 80.1.5. Any other action agreed with the supervisor.

- 80.2. An Employee may provide a response upon being notified that they may be at risk of unsatisfactory performance. The Employees' response may include any mitigating circumstances that may have led to their unsatisfactory performance, and they may respond to the proposed performance improvement plan.
- 80.3. Where UMSU has provided a genuine opportunity for the Employee to improve their performance in accordance with clause 80.1 UMSU may proceed to a formal performance improvement plan. UMSU will:
 - 80.3.1. Advise the Employee (by providing examples) of what areas of performance UMSU believes the Employee is underperforming in;
 - 80.3.2. Confirm what the expectations of the position are;
 - 80.3.3. Provide a draft copy of a performance improvement plan to the Employee.
- 80.4. The Performance Improvement Plan will include:
 - 80.4.1. Clarification regarding the roles and responsibilities of the Employee;
 - 80.4.2. Strategies for training and performance development to assist the employee in meeting the requirements of the position; and
 - 80.4.3. Timeframes for improvement.
- 80.5. UMSU must take into consideration mitigating circumstances and an Employees' overall response. UMSU may:
 - 80.5.1. Confirm the current draft performance improvement plan;
 - 80.5.2. Amend the performance improvement plan; or
 - 80.5.3. Rescind the performance improvement plan.
- 80.6. Follow up meetings will be scheduled with the Employee to review progress and discuss the Employee's performance against the agreed performance improvement plan. The frequency and duration of follow up meetings will be dependent on the performance issue and the needs of UMSU, however Employees will be provided with adequate time to improve their performance. The Supervisor/Manager should monitor the Employee's performance and continue to provide regular feedback and encouragement.
- 80.7. A final meeting to review and discuss the Employee's performance should be held even if there is no longer a performance issue. This enables both parties to acknowledge whether the issue has been resolved. Where the unsatisfactory performance is resolved, the Supervisor/Manager should continue to work with the Employee to ensure that performance improvements are sustained.
- 80.8. If the Employee does not meet the performance outcomes as set out in the performance improvement plan, the Supervisor/Manager may commence formal disciplinary procedures in accordance with clauses 81 to 83.

81. Discipline - General Principles

- 81.1. The Discipline procedures will apply when there is alleged Employee Misconduct and/or Serious Misconduct.
- 81.2. Misconduct means:
 - 81.2.1. Negligence in the performance of the duties required of their position;

- 81.2.2. Failure of the Employee to perform the specified duties of their position;
 - 81.2.3. Failure to comply with a reasonable instruction given by a person in line management control of the staff member; or
 - 81.2.4. Breaches of the Employee's contract of employment, UMSU policies, regulations, or procedures.
- 81.3. Serious Misconduct means wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment or conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of UMSU. Conduct that is Serious Misconduct may include one or more of the following:
- 81.3.1. An Employee engaging in theft, fraud, or assault;
 - 81.3.2. An Employee being intoxicated at work;
 - 81.3.3. An Employee refusing to carry out a lawful and reasonable instruction that is inconsistent with continuing the Employee's contract of employment;
 - 81.3.4. Serious dereliction of the duties required of an Employee in their position;
 - 81.3.5. Conviction by a court for an offence which constitutes a serious impediment to the carrying out of an Employee's duties or to other Employees carrying out their duties;
 - 81.3.6. Repeated proven misconduct;
 - 81.3.7. Misconduct or unsatisfactory performance that has been escalated to serious misconduct because an Employee failed to satisfactorily complete a Performance Improvement Plan; or
 - 81.3.8. Serious harassment (including sexual harassment or bullying).
- 81.4. The Discipline procedure will be based on the following:
- 81.4.1. All allegations will be addressed thoroughly and justly and will afford Fair Treatment to Employees;
 - 81.4.2. The standards of behaviour and performance required are clear to all parties;
 - 81.4.3. An Employee has been counselled and given every reasonable opportunity to improve their behaviour and performance, excepting in cases of serious misconduct; and
 - 81.4.4. Employees may have the assistance of the Union, other nominated Employee representative or a support person at any stage of the Discipline procedures.
- 81.5. Fair Treatment in relation to the treatment afforded to an Employee means that:
- 81.5.1. The Employee has been advised of the allegations made against them, including relevant facts, reasoning and documentation;
 - 81.5.2. The Employee has been given a reasonable opportunity to respond to the allegations, to produce relevant evidence, to have relevant persons interviewed, and to make written submissions in relation to all allegations;
 - 81.5.3. The Employee has been given a reasonable opportunity to respond to and to comment on any finding or outcome recommended;

- 81.5.4. Findings made subject to the Discipline procedure are made on the balance of probabilities by an impartial decision maker; and
- 81.5.5. Any outcome is proportionate to the Employee's conduct.
- 81.6. The Discipline procedure has the following stages:
 - 81.6.1. Assessment
 - 81.6.2. Investigation
 - 81.6.3. Investigation Report & Findings
 - 81.6.4. Outcome

82. Discipline - Assessment

- 82.1. Upon becoming aware of alleged conduct that may constitute Misconduct or Serious Misconduct the Senior member of staff in charge of Human Resources will undertake an assessment, having regard to credible, logically probative evidence, to determine whether the matter should be properly addressed under clause 80, or whether an investigation is required.
- 82.2. The Senior member of staff in charge of Human Resources will make a recommendation to the CEO in relation the appropriate response to conduct that may constitute Misconduct or Serious Misconduct.
- 82.3. In the case of an allegation of serious misconduct and subject to clause 81, the CEO may summarily suspend an Employee for a defined period of time, for alleged behaviour considered to be of sufficient seriousness to warrant summary action. Any such action will only occur pursuant to the following:
 - 82.3.1. Suspension will be on full pay and will extend until either the expiry of a period at the discretion of the CEO or until an investigation is concluded and a determination is made in relation to the allegation of Serious Misconduct, whichever is the earlier;
 - 82.3.2. Written notification of suspension, including the grounds for suspension, will be provided to the Employee within one working day of the suspension; and
 - 82.3.3. A suspended Employee will not have access to their workplace except with the knowledge and approval of the CEO, and only for the purpose of participating in the Discipline procedure.

83. Discipline - Investigation

- 83.1. The purpose of an investigation is to establish, based on logically probative evidence, whether an allegation of Misconduct or Serious Misconduct is substantiated.
- 83.2. Findings of an investigation will be made on the balance of probabilities.
- 83.3. The investigation will include fact-finding by interviewing possible witnesses and other potentially affected persons, and the Employee to whom the allegation of Misconduct or Serious Misconduct relates.
- 83.4. The investigation may also consider documentary forms of evidence as appropriate.
- 83.5. When UMSU determines that it is necessary to investigate conduct that may constitute Misconduct or Serious Misconduct, UMSU will notify the Employee in writing. This notification will state:

- 83.5.1. That the investigation is being undertaken in accordance with this clause;
 - 83.5.2. Details of the nature of the conduct which may constitute Misconduct or Serious Misconduct and how such conduct may constitute Misconduct or Serious Misconduct;
 - 83.5.3. An approximate timeline for the investigation; and
 - 83.5.4. The different ways in which an Employee may respond to the allegations and participate in the investigation.
- 83.6. The Senior member of staff in charge of Human Resources will conduct an investigation into the alleged Misconduct or Serious Misconduct and will prepare an investigation report for the CEO.
- 83.7. If, at any stage during an investigation into allegations under this clause, but prior to an investigation report being prepared for the CEO pursuant to clause 84, UMSU determines that the allegations need to be amended or new allegations added, the Employee must be advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by UMSU.
- 83.8. Where an allegation of Misconduct or Serious Misconduct concerns the Senior member of staff in charge of Human Resources, or in other circumstances warranting this measure, the CEO will appoint a suitably qualified investigator to conduct the investigation and prepare an investigation report for the CEO.

84. Discipline - Investigation Report & Findings

- 84.1. The Investigator will provide the CEO with an investigation report. The investigation report will include:
- 84.1.1. The allegations as put to the Employee;
 - 84.1.2. The methodology of the investigation;
 - 84.1.3. An evaluation of evidence and the nature of the evidence relied upon to support the findings of the investigation;
 - 84.1.4. A summary of findings; and
 - 84.1.5. Recommendations.
- 84.2. The investigation report will be completed as soon as practicable; however, the completion of the final report is dependent on the conduct of interviews and evaluation of evidence.
- 84.3. All findings must be supported by the strength, relevance and credibility of any information gathered during the investigation. Where clarification is required, more information should be gathered.
- 84.4. The investigation report will include a finding in relation to each allegation of Misconduct or Serious Misconduct. Findings should state whether the allegation is:
- 84.4.1. Substantiated;
 - 84.4.2. Partially Substantiated;
 - 84.4.3. Not substantiated on the basis that:
 - 84.4.3.1. there is no evidence that Misconduct or Serious Misconduct has occurred; or,

- 84.4.3.2. there is evidence that Misconduct or Serious Misconduct did not occur; or,
- 84.4.4. Not substantiated due to insufficient or inconclusive evidence.
- 84.5. On receipt of an investigation report, the CEO may request further information prior to implementing the procedure outlined in clause 85.

85. Discipline - Outcome

- 85.1. On receipt of an investigation report, the CEO must make a decision regarding appropriate outcomes. In determining what outcome is appropriate the following may be considered:
 - 85.1.1. The health, safety and well-being of UMSU's Employees, student representatives and volunteers;
 - 85.1.2. The severity of the Misconduct or Serious Misconduct;
 - 85.1.3. The impact of the conduct on the organisation and other Employees, student representatives and volunteers.
- 85.2. On receipt of an investigation report, the CEO may propose one or more of the following:
 - 85.2.1. The Employee receives formal censure or counselling;
 - 85.2.2. The Employee be placed on a performance improvement plan;
 - 85.2.3. The Employee's salary increment be withheld for up to the next two years;
 - 85.2.4. The Employee be dismissed, but only in cases of Serious Misconduct;
 - 85.2.5. No further action is required;
 - 85.2.6. Other administrative action is taken having regard to clauses 85.1.1 and 85.1.3 and where the administrative action has a direct connection to the Misconduct or Serious Misconduct.
- 85.3. The CEO will provide written notification to the Employee outlining the proposed outcomes of the disciplinary procedure. This notice will include:
 - 85.3.1. findings of fact;
 - 85.3.2. findings in relation to each allegation of Misconduct or Serious Misconduct;
 - 85.3.3. reasons in support of the findings;
 - 85.3.4. the nature of the evidence relied upon to support each finding;
 - 85.3.5. a summary of how the Employee was afforded Fair Treatment;
 - 85.3.6. the proposed outcomes of the Discipline Procedure;
 - 85.3.7. information in relation to the Employee's right to respond to the proposed outcomes.
- 85.4. The Employee will have five business days to respond to the proposed outcomes, unless mutually agreed to extend this time. An Employee may make a written submission that the outcomes should be varied on the basis of one or more of the following grounds:
 - 85.4.1. The Employee was not afforded Fair Treatment;
 - 85.4.2. There is evidence relating to an allegation of Misconduct or Serious Misconduct that was not available at the time of the investigation, and which would have a material impact on the outcome of the investigation;

- 85.4.3. A finding of the investigation is not supported by the evidence relied upon in reaching that finding;
- 85.4.4. A proposed outcome of the Discipline procedure is disproportionate.
- 85.5. The CEO must give consideration to any submission made pursuant to clause 85.4 and will provide a final outcome notice to the Employee within five business days of having received a submission. The final outcome notice must include a response to submission including:
 - 85.5.1. Any variations to the outcomes and the reasons for this; and
 - 85.5.2. Reasons for a decision that outcomes are not varied.
- 85.6. Where an Employee advises the CEO that they will not be making a submission under clause 85.4, or when the CEO does not receive a submission under clause 85.4 the Employee will be formally notified of the final outcome of the Discipline procedure. Formal notification will occur no later than ten business days after the notice of the proposed outcomes of the Discipline procedure were provided under clause 85.4.
- 85.7. Where the allegations that have arisen as a result of a Grievance, and Misconduct or Serious Misconduct have been proven then the Employee may also be directed to perform any of the actions described in clause 77.7 of this Agreement. Failure to comply a direction made under this clause will be considered Misconduct.
- 85.8. Other than in the case of dismissal, an Employee may appeal the determination made against them by using the dispute resolution process in clause 10.
- 85.9. Notwithstanding the provisions of this clause, the employment of any Employee may be terminated by UMSU for serious and wilful misconduct. Summary termination can be proposed where the Employee's conduct is so grievous it warrants such an action. Where summary termination is proposed the following process will be followed:
 - 85.9.1. The Employee will be suspended without pay pending proposed termination of employment.
 - 85.9.2. Within one business day of the commencement of suspension without pay the Employee will be provided with a statement outlining the reasons for the proposed termination and the evidence on which the proposed termination is based.
 - 85.9.3. The Employee may, within five business days, provide a written response to the statement outlining the reasons for proposed termination.
 - 85.9.4. The CEO must take the Employee's response into account before making a final decision. The CEO will:
 - 85.9.4.1. Confirm the proposed termination in writing within three business days of having received a response from the Employee;
 - 85.9.4.2. Refer the matter for further investigation subject to clause 83 of this Agreement; or
 - 85.9.4.3. Determine that the Employee be reinstated, and no further action is required.
- 85.10. Where the Employee provides no response to a notice of proposed termination the CEO will provide formal notification of the outcomes of this process no later than six business days after the date of the notice of proposed termination.

85.11. Where an Employee's conduct is referred for investigation subject to clause 85.9.4.2 or they are reinstated subject to clause 85.9.4.3 payment will be reinstated, and back payment made for any period of suspension without pay. Nothing in this clause prevents the CEO exercising the powers set out in clause 82.3 of this Agreement.

Agreement Authorisation

Signed for and on behalf of the University of Melbourne Student Union



Sara Pheasant
Chief Executive Officer
UMSU Inc
Level 2, Building 168
University of Melbourne VIC 3010

Date: 7 November 2024

In the presence of:



Simon Capraro
Human Resources Manager
UMSU Inc

Date: 7 November 2024

Signed for and on behalf of the National Tertiary Education Union



[Name] Damien Cahill, General Secretary

Date: 7 November 2024

1/120 Clarendon Street, South Melbourne VIC 3205

In the presence of:



[Name] Renee Veal

7 November 2024

Date:

Schedule A - Fixed Term and Continuing Employee Salaries

Professional Level (PL)	Increment	1-Jul-24 6%	Permanent Hourly Rate	1-Jul-25 3%	Permanent Hourly Rate
PL 1	1.1	\$ 71,834.92	\$ 39.47	\$ 73,989.97	\$ 40.65
	1.2	\$ 72,710.48	\$ 39.95	\$ 74,891.79	\$ 41.15
	1.3	\$ 73,587.10	\$ 40.43	\$ 75,794.71	\$ 41.64
	1.4	\$ 74,463.78	\$ 41.00	\$ 76,697.49	\$ 42.23
	1.5	\$ 75,340.46	\$ 41.57	\$ 77,600.27	\$ 42.82
PL 2	2.1	\$ 74,515.66	\$ 40.94	\$ 76,751.13	\$ 42.17
	2.2	\$ 75,391.22	\$ 41.42	\$ 77,652.96	\$ 42.66
	2.3	\$ 76,267.84	\$ 41.91	\$ 78,555.88	\$ 43.17
	2.4	\$ 77,143.46	\$ 42.56	\$ 79,458.82	\$ 43.84
	2.5	\$ 78,019.08	\$ 43.21	\$ 80,361.76	\$ 44.51
PL 3	3.1	\$ 77,476.24	\$ 42.57	\$ 79,800.53	\$ 43.85
	3.2	\$ 78,351.80	\$ 43.19	\$ 80,743.12	\$ 44.49
	3.3	\$ 79,227.36	\$ 43.82	\$ 81,685.71	\$ 45.13
	3.4	\$ 80,102.92	\$ 44.45	\$ 82,628.30	\$ 45.78
	3.5	\$ 80,978.48	\$ 45.10	\$ 83,570.89	\$ 46.45
PL 4	4.1	\$ 82,219.74	\$ 45.18	\$ 84,686.33	\$ 46.54
	4.2	\$ 83,095.30	\$ 45.80	\$ 85,801.77	\$ 47.17
	4.3	\$ 83,970.86	\$ 46.43	\$ 86,917.21	\$ 47.82
	4.4	\$ 84,846.42	\$ 47.05	\$ 88,032.65	\$ 48.46
	4.5	\$ 85,721.98	\$ 47.69	\$ 89,148.09	\$ 49.12
	4.6	\$ 86,597.54	\$ 48.34	\$ 90,263.53	\$ 49.79
	4.7	\$ 87,473.10	\$ 48.99	\$ 91,378.97	\$ 50.46
	4.8	\$ 88,348.66	\$ 49.65	\$ 92,494.41	\$ 51.14
PL 5	5.1	\$ 87,035.32	\$ 47.82	\$ 89,646.38	\$ 49.25
	5.2	\$ 87,910.88	\$ 48.50	\$ 90,798.35	\$ 49.96
	5.3	\$ 88,786.44	\$ 49.17	\$ 91,950.32	\$ 50.65
	5.4	\$ 89,661.99	\$ 49.84	\$ 93,102.29	\$ 51.34
	5.5	\$ 90,537.55	\$ 50.41	\$ 94,254.26	\$ 51.92
	5.6	\$ 91,413.11	\$ 50.98	\$ 95,406.23	\$ 52.51
	5.7	\$ 92,288.67	\$ 51.55	\$ 96,558.20	\$ 53.10
	5.8	\$ 93,164.23	\$ 52.20	\$ 97,710.17	\$ 53.77
PL 6	6.1	\$ 92,195.40	\$ 50.66	\$ 94,961.26	\$ 52.18
	6.2	\$ 93,070.96	\$ 51.33	\$ 96,212.35	\$ 52.87
	6.3	\$ 93,946.52	\$ 52.00	\$ 97,463.44	\$ 53.56
	6.4	\$ 94,822.08	\$ 52.68	\$ 98,714.53	\$ 54.26
	6.5	\$ 95,697.64	\$ 53.25	\$ 99,965.62	\$ 54.85
	6.6	\$ 96,573.20	\$ 53.90	\$ 101,216.71	\$ 55.52
	6.7	\$ 97,448.76	\$ 54.55	\$ 102,467.80	\$ 56.19
	6.8	\$ 98,324.32	\$ 55.20	\$ 103,718.89	\$ 56.86

Professional Level (PL)	Increment	1-Jul-24 6%	Permanent Hourly Rate	1-Jul-25 3%	Permanent Hourly Rate
PL 7	7.1	\$ 96,952.68	\$ 53.27	\$ 99,861.26	\$ 54.87
	7.2	\$ 98,352.94	\$ 54.04	\$ 101,303.53	\$ 55.66
	7.3	\$ 99,755.32	\$ 54.81	\$ 102,747.98	\$ 56.45
	7.4	\$ 101,155.58	\$ 55.58	\$ 104,190.25	\$ 57.25
	7.5	\$ 102,193.32	\$ 56.15	\$ 105,259.12	\$ 57.83
	7.6	\$ 103,376.28	\$ 56.80	\$ 106,477.57	\$ 58.50
	7.7	\$ 104,559.24	\$ 57.45	\$ 107,696.02	\$ 59.17
	7.8	\$ 105,743.26	\$ 58.10	\$ 108,915.56	\$ 59.84
PL 8	8.1	\$ 102,906.70	\$ 56.54	\$ 105,993.90	\$ 58.24
	8.2	\$ 104,483.98	\$ 57.41	\$ 107,618.50	\$ 59.13
	8.3	\$ 106,060.20	\$ 58.27	\$ 109,242.01	\$ 60.02
	8.4	\$ 107,636.42	\$ 59.14	\$ 110,865.51	\$ 60.91
	8.5	\$ 109,213.70	\$ 60.01	\$ 112,490.11	\$ 61.81
	8.6	\$ 110,250.38	\$ 60.58	\$ 113,557.89	\$ 62.40
	8.7	\$ 111,287.06	\$ 61.15	\$ 114,625.67	\$ 62.98
	8.8	\$ 112,470.02	\$ 61.80	\$ 115,844.12	\$ 63.65
PL 9	9.1	\$ 109,535.94	\$ 60.18	\$ 112,822.02	\$ 61.99
	9.2	\$ 110,718.90	\$ 60.83	\$ 114,040.47	\$ 62.65
	9.3	\$ 111,901.86	\$ 61.48	\$ 115,258.92	\$ 63.32
	9.4	\$ 113,084.82	\$ 62.13	\$ 116,477.36	\$ 63.99
	9.5	\$ 114,267.78	\$ 62.78	\$ 117,695.81	\$ 64.66
	9.6	\$ 115,450.74	\$ 63.43	\$ 118,914.26	\$ 65.33
	9.7	\$ 116,634.76	\$ 64.09	\$ 120,133.80	\$ 66.01
	9.8	\$ 117,817.72	\$ 64.74	\$ 121,352.25	\$ 66.68
PL 10	10.1	\$ 119,000.68	\$ 65.39	\$ 122,570.70	\$ 67.35
	10.2	\$ 120,183.64	\$ 66.03	\$ 123,789.15	\$ 68.01
	10.3	\$ 121,366.60	\$ 66.68	\$ 125,007.60	\$ 68.68
	10.4	\$ 122,549.56	\$ 67.33	\$ 126,226.05	\$ 69.35
Executive Level Bands (ESB)	Increment				
ESB 11	11.1	\$ 130,000.00	\$ 71.43	\$ 133,900.00	\$73.57
	11.2	\$ 140,000.00	\$ 76.92	\$ 144,200.00	\$79.23
ESB 12	12.1	\$ 150,000.00	\$ 82.42	\$ 154,500.00	\$84.89
	12.2	\$ 160,000.00	\$ 87.91	\$ 164,800.00	\$90.55

Schedule B - Casual Employee Salaries

The rate of pay for casual Employees will be \$1 more than the rate specified in the applicable Modern Award.

Occupational Group	Modern Award	Modern Award Classification	Hourly Rate at 01.07.2024	Hourly Rate + Casual Loading at 01.07.2024	Saturday	Sunday	PH
					150%	200%	250%
Administration Assistant (Entry Level)	Higher Education Industry - General Staff - Award 2020	HEW 1	\$27.76	\$34.70	\$41.64	\$55.52	\$69.40
Events Assistant	Higher Education Industry - General Staff - Award 2020	HEW 1	\$27.76	\$34.70	\$41.64	\$55.52	\$69.40
Administration Assistant	Higher Education Industry - General Staff - Award 2020	HEW 2	\$28.63	\$35.79	\$42.95	\$57.26	\$71.58
AV Tech Assistant	Live Performance Award 2020	Level 2	\$26.41	\$33.01	\$39.62	\$52.82	\$66.03
Food & Beverage Attendant	Hospitality Industry (General) Award 2020	Grade 2	\$25.98	\$32.48	\$38.97	\$51.96	\$64.95
Administration Assistant (Senior)	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70
Arts Programs Creative Maintenance	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70
Information Centre Assistant	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70
Library Assistant	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70
SHRC Peer Facilitators	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70
Advocacy & Legal Admin	Higher Education Industry - General Staff - Award 2020	HEW 3	\$31.08	\$38.85	\$46.62	\$62.16	\$77.70

Occupational Group	Modern Award	Modern Award Classification	Hourly Rate at 01.07.2024	Hourly Rate + Casual Loading at 01.07.2024
Theatre Worker	Live Performance Award 2020	Level 3	\$27.65	\$34.56
F&B Attendant (BBQ Maestro)	Hospitality Industry (General) Award 2020	Grade 3	\$26.80	\$33.50
AV Technician	Live Performance Award 2020	Level 4	\$28.17	\$35.21
AV Lead Technician	Live Performance Award 2020	Level 8	\$32.78	\$40.98

Saturday	Sunday	PH
150%	200%	250%
\$41.48	\$55.30	\$69.13
\$40.20	\$53.60	\$67.00
\$42.26	\$56.34	\$70.43
\$49.17	\$65.56	\$81.95

MA000081 Updated Hosp Rates 01.07.2024
MA000007 HEW Rates 01.07.2024
MA000009 LPA Rates 01.07.2024

Schedule C – Allowances

Allowance Type	Rates prior to Enterprise Agreement Approval	Rates as from 1 July 2024	Rates as from 1 July 2025
Availability Allowance (per week)	\$125.22	\$132.73	\$136.72
First Aid Allowance (per week)	\$15.98	\$16.94	\$17.96
Laundry Allowance			
Part uniform (per day)	\$1.49	\$1.58	\$1.67
Full uniform (per day)	\$2.04	\$2.16	\$2.29
Part uniform (max per week)	\$7.50	\$7.95	\$8.43
Full uniform (max per week)	\$11.33	\$12.01	\$12.73

Schedule D - Classification Descriptors

DEFINITIONS

Definition 1: Supervision Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor.

Checking is selective rather than constant.

General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

Performance is checked by assignment completion.

Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

Definition 2: Qualifications

Within the Australian Qualifications Framework:

Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

Post-trade certificate

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

Certificates I and II

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

Certificate III

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

Certificate IV

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

Diploma

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

Advanced diploma

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

Degree

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

Postgraduate degree

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

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

Definition 3: Classification dimensions Training level

The type and duration of training which the duties of the classification level typically require for effective

performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

Occupational equivalent

Examples of occupations typically falling within each classification level.

Level of supervision

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

Task level

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

Organisational knowledge

The level of knowledge and awareness of the organisation(s), their structures and functions that would be expected of Employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

Typical activities

Examples of activities typically undertaken by Employees in different occupations at each of the classification levels.

PROFESSIONAL LEVEL 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 35 hours of induction to the which must provide information on the employer, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for Level 2 duties.

Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

Task level

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

Established procedures exist.

Organisational knowledge

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

Judgment, independence and problem solving

Resolve problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to higher levels.

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

PROFESSIONAL LEVEL 2

Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or Completion of Year 12 without work experience; or Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other Employees which is based on a broad knowledge of the Employees' work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgment, independence and problem solving

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

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

Typical activities

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

PROFESSIONAL LEVEL 3

Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III.
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required.

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial,

student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;

- provide general administrative support to other Employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- process accounts for payment.

PROFESSIONAL LEVEL 4

Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and; on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

In trades positions, extensive diagnostic skills.

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

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits; and/or
- exercise high precision trades skills using various materials and/or specialised techniques. In technical positions:
 - develop new equipment to criteria developed and specified by others;
 - under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
 - demonstrate the use of equipment and prepare reports of a technical nature as directed. In library technician positions:
 - undertake copy cataloguing;
 - use a range of bibliographic databases;
 - undertake acquisitions; and/or
 - respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of administrative services, e.g. in a department or Division;
- provide advice to students on student union services; and/or
- administer student service records.

PROFESSIONAL LEVEL 5

Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer), administrator with responsibility for advice and determinations, experienced technical officer.

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical activities

In technical positions:

- develop new equipment to general specifications;
- prepare reports of a technical nature. In library technician positions:
- perform at a higher level than Level 4, including:
- assist with library programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior Employee in an out-posted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, In professional positions and under professional supervision:
- work as part of a professional team in a support role;
- provide initial assessment and referral to students using student services;
- provide a range of library services including bibliographic assistance, original cataloguing and library programs.

PROFESSIONAL LEVEL 6

Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

Level of supervision

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

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgment, independence and problem solving

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

Typical activities

In technical positions:

- provide highly specialised technical services;
- design and construct complex or unusual equipment to general specifications;
- install, repair, provide and demonstrate computer services. In administrative positions:
- provide financial, policy and planning advice;

- service a range of administrative and student committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a Department or a Division.

In professional positions:

- work as part of a professional team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide advocacy services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

PROFESSIONAL LEVEL 7

Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Senior librarian, technical manager, senior administrative officer, professional or technical officer.

Level of supervision

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

Task level

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

Organisational knowledge

Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.

Judgment, independence and problem solving

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

Typical activities

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional Employees combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of technical and production equipment and facilities for student lead activity.

In administrative positions, provide less senior administrative support to relatively small and less complex departments.

PROFESSIONAL LEVEL 8

Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive
- relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, professional or technical), department coordinator.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

The Employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgment, independence and problem solving

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

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgment are required. Provide senior administrative support to departments or divisions of medium complexity, taking into account the size, budget, external activities and management practices within the unit.

PROFESSIONAL LEVEL 9

Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, professional or technical), Senior department coordinator.

Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other Employees including administrative, technical and/or professional Employees.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to Divisional and Senior Officers) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical activities

- Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- Manage a small and specialised unit where significant innovation, initiative and/or judgment are required. Provide senior administrative support to Divisions, taking into account the size, budget, external activities and management practices within the unit.

PROFESSIONAL LEVEL 10

Training level or qualifications

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; and
- in some areas postgraduate qualifications and extensive relevant experience.

Occupational equivalent

Senior Service, Divisional or Administrative manager.

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or Employees (including administrative, technical and/or professional Employees).

Task level

Complex, significant and high-level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources. Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

EXECUTIVE SALARY BAND 11

Training level or qualifications

ESB11 level duties typically require a skill level which assumes and requires specialist knowledge and training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive relevant experience and proven expertise in the area of specialisation.

Occupational equivalent

Director of one or more organisational units with extensive personnel supervision or specialist subject matter expertise.

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have complete responsibility for specific activities.

Task level

These roles require extensive professional knowledge about theoretical concepts within a specialised field. They are required to perform and/or supervise multiple activities using highly developed skills in achieving the outcomes of the position.

Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

These roles are confronted with a variety and diversity of complex problems which need to be analysed before it is possible to select the appropriate solution or combination of solutions, working within a broad range of policies.

They solve problems by applying judgement, based on their significant professional expertise and acquired knowledge, making decisions about how policies can be best applied to resolve a specific problem for the organisation.

They are required to be able to operate within an extensive policy framework and use this as a set of guidelines rather than specific rules to follow.

EXECUTIVE SALARY BAND 12

Training level or qualifications

ESB12 level duties typically require a skill level which assumes and requires specialist knowledge and training equivalent to postgraduate qualifications, extensive relevant experience, and proven expertise in the area of specialisation.

Occupational equivalent

Chief Operating Officer (COO), Chief Financial Officer (CFO).

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have complete responsibility for specific activities.

Task level

These roles contribute by managing a team of specialists and/or the provision of highly specialised services within a department or comparable unit in the organisation to provide expert interpretive, advisory or facilitating services, and high-level risk management and compliance oversight.

Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgment, independence and problem solving

Be fully responsible for the achievement of critical organisational objectives and programs.

Requires broad and deep knowledge in a field of expertise requiring a command of diverse practices and precedents and/or sophisticated concepts and principles.

Solves problems in differing situations requiring the identification of issues, the application of judgement, and the selection of solutions within the area of expertise and acquired knowledge.