



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/230)

## **HIGHER EDUCATION INDUSTRY—GENERAL STAFF—AWARD**

**2010**

[MA000007]

Educational services

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Higher Education Industry—General Staff—Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Higher Education Industry—General Staff—Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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**Higher Education Industry—General Staff—Award 20XX**

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Higher Education Industry—General Staff—Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**employee** means national system employee within the meaning of the [Act](#)

**employer** means national system employer within the meaning of the [Act](#)

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**General staff** means all employees throughout Australia in the higher education industry, as defined, and employees of university unions and student unions, other than:

- (a) persons employed as academic staff;
- (b) persons employed principally to teach ELICOS, TESOL or other English language courses;
- (c) persons principally employed in the operation of theatrical venues used predominantly for commercial purposes or production companies engaged in the production of theatrical, musical or other entertainments on a commercial basis; and
- (d) persons primarily employed to teach TAFE subjects that may be offered by an employer bound by this award

**HEW** means higher education worker

**higher education industry** has the meaning given in clause 4.2

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#)

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**PACCT staff** means professional, administrative, clerical, computing and technical employees by whatever name called

**seven day shiftworker** means, for the purpose of the additional week of leave provided by the [NES](#), a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day 7 days a week

**standard rate (SR)** means the weekly rate derived from the annual rate for a HEW 3.1 in clause 17.1—Minimum wages

**University unions and student unions** means associations of students, or of students and others, established primarily or exclusively for the purpose of providing representation or services to students

**weekly rate** means the employee's minimum annual salary for the class of work performed divided by 52

### **3. The National Employment Standards and this award**

**3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

**3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

**3.3** The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### **4. Coverage**

**4.1** This industry award covers employers throughout Australia in the higher education industry as defined, and University unions and Student unions as defined, and their employees engaged as general staff in the classifications listed in clause 17.1—Minimum rates in this award to the exclusion of any other modern award.

**4.2** **Higher education industry** means educational institutions providing undergraduate and postgraduate teaching leading to the conferring of accredited degrees and performing research to support and inform the curriculum.

- 4.3** This award covers any employer which supplies labour on an on-hire basis in the higher education industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4** This award covers employers which provide group training services for apprentices and trainees engaged in the higher education industry and/or parts of that industry and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4 operates subject to the exclusions from coverage in this award.
- 4.5** This award does not cover:
- (a) employees excluded from award coverage by the [Act](#);
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **5. Individual flexibility arrangements**

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.

- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or

- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

### **6.2 Responding to the request**

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).



NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

**6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 32—Dispute resolution.

**7. Facilitative provisions**

**7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
18.1	Payment of wages	The majority of employees
22.4	Time off instead of paid overtime	An individual

Clause	Provision	Agreement between an employer and:
24.4(b)(i)	Seasonal stand down of residential colleges staff	An individual
29.2	Substitution of public holidays where employer holidays provided	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 A person under this award must be engaged in one of the following categories:

- (a) full-time (fixed-term or continuing);
- (b) part-time (fixed-term or continuing); or
- (c) casual.

### 8.2 Requirement to state terms of engagement

Upon engagement, the employer must provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

- (a) for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- (b) for fixed-term employees, whether the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;
- (c) for part-time employees, the employer and the part-time employee will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day;
- (d) for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
- (e) for any employee subject to probationary employment, the length and terms of the probation; and
- (f) other main conditions of employment including the identity of the employer, or the documentary, or other recorded sources from which the conditions derive, and the duties and reporting relationships to apply upon appointment that can be ascertained.

**8.3** Nothing in this award:

- (a) prevents an employee from engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties; or
- (b) limits the number or proportion of employees that an employer may employ in a particular type of employment.

**8.4 Probation**

- (a) The terms of engagement for a full-time, part-time or fixed-term employee may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- (b) As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- (c) **Fixed-term employees only**

Any second or subsequent fixed-term contract, with the same employer, must not contain a probationary period.

**9. Full-time employment**

**Full-time employment** means employment other than part-time, or casual.

**10. Part-time employment**

**Part-time employment** means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all award entitlements are paid on a pro rata basis calculated by reference to the time worked.

**11. Fixed-term employment**

**11.1 Fixed-term employment** means full-time or part-time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

**11.2 Restriction on the use of fixed-term employment**

The restriction on the use of fixed-term employment in clause 11.2 only applies to those employers in Schedule D—List of employers bound by the Higher Education Contract of Employment Award 1998 [AP784204] who were bound to the *Higher Education Contract of Employment Award* [[AP784204](#)] at the time of its making.

**11.3** The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(a) **Specific task or project** means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(b) **Research** means work activity by a person engaged on research only functions for a contract period not exceeding 5 years.

(c) **Replacement employee** means an employee:

(i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

(ii) performing the duties of:

- a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position,

until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Pre-retirement contract**

Where a full-time or a part-time employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years.

(e) **Fixed-term contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding clause 11.2, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- a fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

- an offer of fixed-term employment under clause 11.3(e) must not be made on the condition that the person offered the employment undertake the studentship.

## 12. Casual employment

**12.1 Casual employment** means employment where a person is engaged by the hour and paid on an hourly basis a payment that includes a loading related to award based benefits for which a casual employee is not eligible.

### 12.2 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
- (i) the minimum hourly rate; and
  - (ii) a loading of **25%** of the minimum hourly rate, for the classification in which they are employed.

### 12.3 Minimum engagement

The minimum period of engagement for a casual employee will be as follows:

- (a) employees who are students (including postgraduate students) who are expected to attend the university on that day in their capacity as students will have a minimum engagement period of one hour;
- (b) a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the university, other than public holidays as applied at the relevant university;
- (c) employees with a primary occupation elsewhere (or with the employer) have a minimum period of engagement of one hour; and
- (d) all other casuals must have a minimum period of engagement of 3 hours.

### 12.4 Casual conversion

#### (a) General

- (i) An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- (ii) Upon appointment, the employer must advise a casual employee that, after serving qualifying periods, see clause 12.4(b), casual employees may have a right to apply for conversion and a copy of the conversion provisions of this award will be made available to such employees.
- (iii) The employer must also take reasonable steps from time to time to inform casual employees of the conversion provisions of this award.

- (iv) An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this award.

**(b) Eligibility for conversion**

- (i) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
  - over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least **50%** of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
  - over the immediately preceding period of at least 24 months.
- (ii) For the purposes of this clause occasional and short-term work performed by the employee in another classification, job or department must not:
  - affect the employee’s eligibility for conversion;
  - be included in determining whether the employee meets or does not meet the eligibility requirements.

**(c) Application for conversion**

The employer will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (i) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- (ii) the employee is a genuine retiree;
- (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
- (iv) the employee has a primary occupation with the employer or elsewhere, either as an employee or as a self-employed person;
- (v) the employee does not meet the essential requirements of the position; or
- (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

**(d) Offer of non-casual employment**

- (i) The employer must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the employer rejects the application, it must provide

written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

- (ii) Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under the award.
- (iii) Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
  - long service leave, if, at the time of conversion, the employer provides casual employees with an entitlement to long service leave. In such a case casual service with the employing institution would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service, except where institutions, at the time of making this award, pay long service leave to casuals in relation to their casual service; and
  - any applicable unpaid parental leave.

(e) **Further applications**

An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (i) that rejection is solely based upon the ground set out in 12.4(c)(iii); and
- (ii) that ground ceased to apply.

### **13. Incidents of fixed-term contract of employment**

Clause 13 only applies to those employers who were bound to the *Higher Education Contract of Employment Award 1998* [AP784204]. For a list of employers who were bound to the *Higher Education Contract of Employment Award 1998* [AP784204] see Schedule D—List of employers bound by the Higher Education Contract of Employment Award 1998 [AP784204].

Without reducing any entitlement under the employee's contract or under an award provision applicable to the employee on account of the employee's continuous service, a fixed-term contract employee is entitled to benefits specified in clause 13.

#### **13.1 Incremental advancement**

A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

**13.2 Notice of cessation or revocation of employment upon expiry of the contract**

The employer will provide to a fixed-term employee, written notice of the employer’s intention to renew, or not to renew, employment with the employer upon the expiry of the contract. The notice will be the greater of:

- (a) any entitlement to notice of the employer’s intention to renew, or not to renew, employment with the employee upon the expiry of the contract: or

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	At least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	At least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	At least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	At least 4 weeks, or the equivalent of a full pay period, whichever is the greater

- (b) In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional week’s notice.

**13.3** Where, because of circumstances relating to the provision of specific funding to support employment external to the employer and beyond its control, the employer is not reasonably able to give the notice required by clause 13.2, it will be sufficient compliance with clause 13 if the employer:

- (a) advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and
- (b) gives notice to the employee at the earliest practicable date thereafter.

**13.4 Severance pay**

- (a) A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the [NES](#) as it would apply to a full-time employee engaged in an equivalent classification in the following circumstances:
  - (i) employee is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in clause 11.3(a) or 11.3(b) and the same or substantially similar duties are no longer required by the employer; or
  - (ii) employee is employed on a fixed-term contract to do work required for the circumstances described in clause 11.3(a) or 11.3(b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.



- (b) Where an employer advises an employee in writing that further employment may be offered within 6 weeks of the expiry of a period of fixed-term employment, then the employing university may defer payment of severance benefits for a maximum period of 4 weeks from the expiry of the period of fixed-term employment.
- (c) An employer, in a particular case, may make application to the Fair Work Commission to have the general severance payment or retrenchment benefit payment prescription varied if the employer obtains acceptable alternative employment for the employee.

### **13.5 Award entitlements and calculation of continuous service**

- (a) A fixed-term employee will be entitled to the same award terms and conditions in respect to award matters as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.
- (b) For the purpose of this award, breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks, will not constitute breaks in continuous service.
- (c) Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of clause 13.5.

### **13.6 Right of application for full-time or part-time employment**

No employee employed on a fixed-term contract (other than an employee employed on a pre-retirement contract within the meaning of clause 11.3(d)) will be prevented from making application to an employer, nor having their application for employment within the terms of this award considered, solely because the employee has previously been employed on a fixed-term contract by the same employer.

## **14. Classifications**

- 14.1** The higher education worker level classification standard set out in Schedule A—Classification Definitions shall be the primary determinant of the classifications of general staff positions. Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the employer, taking into account the skills and responsibilities required to perform that work.
- 14.2** No employee shall refuse to perform duties reasonably required, consistent with the employee's classification and which the employee is competent to perform.

## Part 3—Hours of Work

### 15. Ordinary hours of work and rostering

#### 15.1 Ordinary hours—employees other than shiftworkers

- (a) Ordinary hours may be worked in a manner agreed over a 4 week cycle as follows:

Category of staff employees	Ordinary hours	Spread of hours
Building services staff	38	6.00 am–6.00 pm Monday–Friday
Catering and retail staff	38	6.00 am–7.30 pm Monday–Sunday
Security staff	38	6.00 am–6.00 pm Monday–Sunday
Children’s services staff	38	6.30 am–6.30 pm Monday–Friday
Storage services staff	38	7.00 am–5.30 pm Monday–Friday
Building and maintenance staff	38	6.00 am–6.00 pm Monday–Friday
Trades staff, including plumbers	38	6.00 am–6.00 pm Monday–Friday
Professional, administrative, clerical, computing and technical (PACCT) staff	36.75	8.00 am–6.00 pm Monday–Friday

- (b) The classifications set out in the table in clause 15.1(a) must be read in conjunction with Schedule A—Classification Definitions.

#### 15.2 Ordinary hours and roster cycles—shiftworkers

- (a) The ordinary hours for shiftwork will:
- (i) be worked continuously each shift (except for meal breaks);
  - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
  - (iii) be rostered in accordance with clause 15.2(b).
- (b) **Rostering**
- (i) Shiftworkers’ ordinary hours will be worked in accordance with a roster provided by the employer at least 7 days in advance.
  - (ii) A shift or roster may be changed at any time to enable the functions of the employer to be carried out where an employee is absent due to illness

or on account of a contingency which the employer could not have reasonably foreseen. The employee must be notified of the changed shift as soon as possible.

- (iii) Where changes are made by the employer to the employee's shift or roster, or the employee is transferred between rosters the employee must be notified at least 72 hours prior to the change becoming operative. If 72 hours' notice is not provided, the employee will be entitled to a shift penalty rate of **150%** of the minimum hourly rate.
- (iv) Afternoon and night shift will attract a shift penalty rate in accordance with clause 23—Penalty rates.
- (v) Ordinary hours for shiftwork may be rostered on a Saturday, Sunday or public holiday and will attract a penalty rate in accordance with clause 23—Penalty rates or in the case of a public holiday, clause 22—Overtime.

## **16. Breaks**

### **16.1 Unpaid meal breaks**

- (a) An employee will not be required to work more than 5 consecutive hours without a meal break of at least half an hour.
- (b) Time taken as meal breaks will not be paid for and will not be counted as time worked.

### **16.2 Paid rest breaks**

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

## Part 4—Wages and Allowances

### 17. Minimum rates

#### 17.1 Adult rates

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum annual salary	Other than PACCT staff	PACCT staff
		Minimum hourly rate <sup>1</sup>	Minimum hourly rate <sup>2</sup>
	\$	\$	\$
<b>HEW 1</b>			
HEW Level 1.1	41,389.18	20.95	21.66
HEW Level 1.2	42,039.00	21.27	22.00
HEW Level 1.3	42,688.80	21.60	22.34
<b>HEW 2</b>			
HEW Level 2.1	43,468.59	22.00	22.75
HEW Level 2.2	44,118.40	22.33	23.09
<b>HEW 3</b>			
HEW Level 3.1	45,034.65	22.79	23.57
HEW Level 3.2	45,814.44	23.19	23.97
HEW Level 3.3	46,594.23	23.58	24.38
HEW Level 3.4	47,374.00	23.97	24.79
HEW Level 3.5	48,018.61	24.30	25.13
<b>HEW 4</b>			
HEW Level 4.1	49,058.33	24.83	25.67
HEW Level 4.2	49,968.06	25.29	26.15
HEW Level 4.3	50,877.81	25.75	26.62
<b>HEW 5</b>			
HEW Level 5.1	51,577.25	26.10	26.99
HEW Level 5.2	52,642.96	26.64	27.55
HEW Level 5.3	53,342.54	27.00	27.91
HEW Level 5.4	54,408.24	27.53	28.47
HEW Level 5.5	55,473.94	28.07	29.03

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<b>HEW 6</b>			
HEW Level 6.1	56,799.57	28.74	29.72
HEW Level 6.2	57,865.27	29.28	30.28
HEW Level 6.3	58,795.81	29.76	30.77
HEW Level 6.4	59,861.52	30.29	31.32
<b>HEW 7</b>			
HEW Level 7.1	61,076.69	30.91	31.96
HEW Level 7.2	62,376.33	31.57	32.64
HEW Level 7.3	63,675.97	32.22	33.32
HEW Level 7.4	64,975.61	32.88	34.00
<b>HEW 8</b>			
HEW Level 8.1	66,535.18	33.67	34.82
HEW Level 8.2	68,614.60	34.72	35.91
HEW Level 8.3	70,694.00	35.78	36.99
HEW Level 8.4	72,773.41	36.83	38.08
<b>HEW 9</b>			
HEW Level 9.1	74,982.82	37.95	39.24
HEW Level 9.2	77,062.25	39.00	40.33
HEW Level 9.3	79,141.65	40.05	41.41
<b>HEW 10</b>			
HEW Level 10.1	79,271.60	40.12	41.48

<sup>1</sup> Hourly rates have been calculated by dividing the annual salary by 52 then dividing that weekly rate by 38 for other than PACCT staff.

<sup>2</sup> Hourly rates have been calculated by dividing the annual salary by 52 then dividing that weekly rate by 36.75 for PACCT staff.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

## **17.2 Classification Levels**

The Higher Education Worker Level classifications standards set out in Schedule A—Classification Definitions shall be the primary determinant of the classifications of general staff positions. Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the employer, taking into account the skill and responsibilities required to perform that work.

**17.3 Junior employee rates**

- (a) Clause 17.3 does not apply to employees who are required to hold a trade qualification or to employees employed in a position classified higher than HEW 3.
- (b) Junior employees are to be paid a percentage of the appropriate adult rate for the position performed as follows:

Age	% of adult rate
Under 16 years	36.8
At 16 years	47.3
At 17 years	57.8
At 18 years	68.3
At 19 years	82.5
At 20 years	97.7

**17.4 Higher duties**

- (a) An employee is entitled to an allowance equal to the difference between the employee’s ordinary rate and the ordinary rate of the position temporarily filled, on a proportionate basis (i.e. proportion will equate with the proportion of duties of the higher position performed).
- (b) A higher duties allowance is payable:
  - (i) where maximum salary of the employee does not exceed HEW7 and higher duty is performed for more than 2 consecutive weeks; or
  - (ii) where maximum salary of the employee exceeds HEW7 and higher duty is performed for more than 4 consecutive weeks.
- (c) Junior employees will be paid an allowance equal to the difference between the salary rate for the employee’s age in their own position and salary rate for the employee’s age in the higher position (if an age classification does not exist, will be calculated in the normal manner for adult employees).

**17.5 Mixed functions—catering and retail staff, children’s services staff, storage services, grounds/gardeners/farm staff and maintenance staff**

- (a) An employee engaged for more than 2 hours on duties carrying a higher rate than his/her ordinary classification must be paid the higher rate for each day.
- (b) An employee engaged for less than 2 hours on duties carrying a higher rate than their ordinary classification must be paid the higher rate for the time so worked at the higher level.

**17.6 Supported wage system**

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule G— Supported Wage System.

### 17.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Higher Education Industry—General Staff—Award 20XX* and not the *Miscellaneous Award 20XX*.

### 17.8 Apprentice rates of pay

The minimum award rates of pay for apprentices are set out in Schedule E—Apprentices.

### 17.9 School-based apprentices

For school-based apprentices, see Schedule F—School-based Apprentices.

## 18. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 18.1 An employee’s salary, including applicable allowances and overtime payments will be paid fortnightly by cheque or electronic funds transfer. Notwithstanding this, if an employer and the majority of employees agree, all employees must be paid by electronic funds transfer.

### 18.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 18.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Clause 18.2(b) allows the Commission to make an order delaying the requirement to make a payment under clause 18.2. For example, the Commission

could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **19. Salary movement within a classification level**

- 19.1** At the conclusion of each 12 month period, following the commencement date of this award or entry into a HEW level, full-time and part-time general employees will be eligible for movement to the next highest pay point within the HEW level, following a staff development/performance review.
- 19.2** Movement to the next pay point within a HEW level will only occur when a employee has, over the preceding 12 months:
- (a)** acquired and utilised additional skills, experience and competencies within the ambit of the classification and in accord with the priorities of the organisational unit and or employer. For this purpose the employee will be assessed against relevant criteria used in a staff development/performance review; and
  - (b)** demonstrated satisfactory performance against the position classification standards within this award.
- 19.3** If the requirements above are not met at the conclusion of the period referred to in clause 19.2, then the employee will not progress until such time as the requirements are met.
- 19.4** Movement to the next highest pay point will be effective from the anniversary date of employment. In cases where a staff development/performance review is delayed, the anniversary date must not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibilities and/or competencies, in which case the date of acquisition will be the effective date.
- 19.5** An employee who has been absent in excess of 3 months, in aggregate, will have the review delayed by the period of absence. Any resultant increase will also be delayed by the period of absence.
- 19.6** An annual staff development/performance review must be conducted for all full-time and part-time employees, except those on the highest salary point within their classification. The review will be confidential.

The aims of this review will at least include:

- (a)** assessment of performance and use of skills against the position classification standards; and



- (b) identification of the development and training needs of the employee in order to:
  - (i) enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisational unit and/or the employer;
  - (ii) identify performance objectives; and
  - (iii) ensure continued satisfactory performance within the ambit of the classification.

## 20. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**20.1** Allowances are payable to an employee in addition to their ordinary rate of pay, in accordance with the terms set out in Schedule C—Summary of Monetary Allowances.

## 21. Superannuation

### 21.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 21.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) Employers who, before 12 September 2008 made contributions of **3%** to the Tertiary Education Superannuation Scheme for the benefit of employees for whom they were not required to pay the superannuation guarantee charge, must continue to make such contributions as if the *Tertiary Education*

*Superannuation Scheme – Superannuation Award 1988* [[AP799601](#)] continued to apply.

### 21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

### 21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Unisuper; or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme.
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

### 21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

- (ii) the employee remains employed by the employer.

## Part 5—Overtime and Penalty Rates

### 22. Overtime

- 22.1** An employee will be paid overtime for all authorised work performed outside of, or in excess of, the ordinary or rostered hours as follows:

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to Saturday—first 2 hours (first 3 hours for PACCT staff)	150
Monday to Saturday—after 2 hours (after 3 hours for PACCT staff)	200
Sunday	200
Public holidays	250

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**22.2 Employee recalled to duty**

An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of 2 hours at the appropriate overtime rate specified in clause 22.1.

**22.3 Minimum break following overtime**

- (a) An employee who has worked overtime will be given a minimum break of ten hours between the end of one period of duty and the beginning of the next.
- (b) An employee required by an employer to resume or continue to work without having a ten hour break off duty is entitled to:
  - (i) be absent from duty without loss of pay until a ten hour break has been taken; or
  - (ii) be paid at **200%** of the minimum hourly rate until released from duty.

**22.4 Time off instead of paid overtime**

An employee will be paid overtime or provided with time off instead of paid overtime for all authorised work performed outside of, or in excess of, the ordinary or rostered hours as follows:

- (a) A HEW 6 or below will be eligible to receive paid overtime in accordance with clause 22.1 or time off instead of payment for overtime in accordance with clause 22.5.
- (b) A HEW 7 or HEW 8 will not be eligible for paid overtime but may take time off instead of paid overtime, at a mutually agreed time, calculated in accordance with the relevant overtime rate.
- (c) A HEW 9 or above will not, except as provided in clause 22.4, be entitled to paid overtime or time off instead of paid overtime. By agreement with the employer, the employee will be provided with time off instead of paid overtime at the rate of one hour for each hour of overtime worked when the employee is specifically required to work additional hours and it would be unreasonable for time off instead of paid overtime not to be provided.

## 22.5 Time off instead of paid overtime—HEW 6 or below

The following provisions apply to employees classified as HEW 6 or below.

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 22.5 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.5(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the

employee. If the employer agrees to the request then clause 22.5 will apply, including the requirement for separate written agreements under clause 22.5(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 22.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.5.

**22.6 Rates not cumulative**

The penalty rates within clause 22 and in the penalty rates clause and in clause 15.2(b)(iii) are not cumulative. Where an employee is entitled to more than one penalty rate, the employee will be entitled to the highest single penalty rate.

**23. Penalty rates**

**23.1 Definitions**

- (a) **Day shift** commences at or after 6.00 am and finishes at or before 6.00 pm.
- (b) **Afternoon shift** finishes after 6.00 pm and at or before midnight.
- (c) **Night shift** finishes after midnight and at or before 8.00 am.

**23.2** An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

<b>Shift</b>	<b>Penalty rate % of minimum hourly rate</b>
Afternoon and rotating night	115
Non-rotating night	130
Saturday	150
Sunday	200

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

### 23.3 Rates not cumulative

The penalty rates within clause 23, clause 22—Overtime and clause 15.2(b)(iii) are not cumulative. Where an employee is entitled to more than one penalty rate, the employee will be entitled to the highest single penalty rate.

## Part 6—Leave and Public Holidays

### 24. Annual leave

24.1 Annual leave is provided for in the [NES](#), subject to the provisions of clause 24.

24.2 For the purposes of the [NES](#) an employee entitled to 5 weeks' annual leave means a 7 day shiftworker.

### 24.3 Annual leave loading

- (a) Annual leave loading will be paid at a rate of **17.5%** of the ordinary rate of pay paid during the leave period, up to the limit of payment equal to the Australian Bureau of Statistics' weekly earnings for all males (Australia) for the preceding May quarter.
- (b) Shiftworkers on annual leave will be paid the greater of:
  - (i) shift penalties an employee would have received had they not been on annual leave; or
  - (ii) the **17.5%** annual leave loading as prescribed.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see section 16 and 90 of the [Act](#)).

### 24.4 Close down

#### (a) Christmas/New Year close down

- (i) Employees may be required to take annual leave during a period of Christmas/New Year close down, for days other than public holidays (including any substituted days) falling during that period.
- (ii) Employees with insufficient accrued annual leave will take leave without pay.

#### (b) Seasonal stand down of residential colleges staff

Employees engaged in domestic work in, or in connection with, residential colleges may be stood down without pay during official term breaks, semester breaks and the Christmas/Summer vacation, provided that:

- (i) an employee will be given as much notice as practicable of the start and finish of any stand down period; notice must be at least one week and be in writing. Once notice is given, the stand down period must not be varied unless by mutual consent between the employer and the employee;
  - (ii) an employee may take accrued annual leave or long service leave during term breaks, semester breaks and the Christmas/Summer vacation;
  - (iii) all periods of stand down must count for the purpose of accrual of sick leave, annual leave and long service leave;
  - (iv) if appropriate work is available for an employee during any period of stand down, the existing employee will be offered such employment (whether on a full-time or casual basis) before any additional employee is employed; the employee who has been stood down may refuse an offer of employment without prejudice to their normal employment relationship;
  - (v) for the purpose of clause 24.4(b) **appropriate work** will mean work as is available that the employee is capable of performing. Remuneration for the work will be at the rate of pay applicable to the work being performed; and
  - (vi) no employee will have their employment terminated on the grounds of work not being available due to a term break, semester break or Christmas/Summer vacation.
- (c) Clause 24.4(b) does not confer any right to stand down any employee employed with the same employer before 1 January 2010 who was not subject to a stand down provision in an award before 1 January 2010.

#### 24.5 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which the leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 24.5 is set out at Schedule I—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 24.5 as an employee record.

- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**24.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.6 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.6.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.6.

NOTE 3: An example of the type of agreement required by clause 24.6 is set out at Schedule J—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule J—Agreement to Cash Out Annual Leave.



**24.7 Excessive leave accruals: general provision**

NOTE: Clauses 24.7 to 24.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**24.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 24.8(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8, 24.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 24.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 24.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 24.8(d) may result in the direction ceasing to have effect. See clause 24.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### **24.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 24.9(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 24.8(a) that, when any other paid annual leave arrangements (whether made under clause 24.7, 24.8, 24.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 24.9(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8, 24.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 24.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 24.9(a).

#### **24.10 Payment of annual leave on termination**

Payment of the base salary instead of annual leave will be made for any entitlement to annual leave accrued but not taken on termination. Where termination of employment is due to the employee's death, payment will be made to the employee's estate.

## **25. Personal/carer’s leave and compassionate leave**

Personal/carer’s leave and compassionate leave are provided for in the [NES](#), save that the entitlement will be 3 days of compassionate leave for each permissible occasion.

## **26. Parental leave and related entitlements**

**26.1** Parental leave and related entitlements are provided for in the [NES](#).

**26.2** The [NES](#) is supplemented by maintaining an entitlement to payment, in relation to maternity leave, adoption leave or paternity leave for employees in the classifications under this award of employers who were entitled to payment for maternity leave, paternity leave or adoption leave in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to paid maternity leave, paternity leave or adoption leave.

## **27. Community service leave**

Community service leave is provided for in the [NES](#).

## **28. Unpaid family and domestic violence leave**

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## **29. Public holidays**

**29.1** The entitlement to public holidays is set out in the [NES](#).

### **29.2 Substitution of public holidays where employer holidays provided**

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

### 29.3 Part-day public holidays

For provisions relating to part day public holiday see Schedule K—Part-day Public Holidays.

## Part 7—Consultation and Dispute Resolution

### 30. Consultation about major workplace change

30.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

30.2 For the purposes of the discussion under clause 30.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

30.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 30.1(b).

30.5 In clause 30 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or

- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**30.6** Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

### **31. Consultation about changes to rosters or hours of work**

**31.1** Clause 31 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**31.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**31.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**31.4** The employer must consider any views given under clause 31.3(b).

**31.5** Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **32. Dispute resolution**

**32.1** Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**32.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

- 32.3** If the dispute is not resolved through discussion as mentioned in clause 32.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 32.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.
- 32.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 32.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 32.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 32.
- 32.8** While procedures are being followed under clause 32 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 32.9** Clause 32.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 33. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 33.1 Notice of termination by an employee

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice

<b>Column 1</b>	<b>Column 2</b>
<b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 33.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 33.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

### **33.2 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **34. Redundancy**

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### **34.1 Transfer to lower paid duties on redundancy**

- (a) Clause 34.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 34.1(c).
- (c) If the employer acts as mentioned in clause 34.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **34.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 34 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **34.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 34.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 34.3(b).
- (d) An employee who fails to produce proof when required under clause 34.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 33.2.



## Schedule A—Classification Definitions

### A.1 Definitions

#### A.1.1 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.

#### A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

Completion of an apprenticeship, normally of 4 years' duration, or equivalent recognition, e.g. Certificate III.

(c) **Post-trade certificate**

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

**(d) Certificates I and II**

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

**(e) Certificate III**

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

**(f) Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2 year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to 2 years full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full-time post-Year 12 study.

**(i) Degree**

A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a one year diploma.

**(j) 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.

**A.1.3 Definition 3: Classification dimensions**

**(a) 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.

**(b) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(c) 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.

**(d) Task level**

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

**(e) Organisational knowledge**

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

**(f) 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 3 qualities applies at each classification level.

**(g) Typical activities**

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

## **A.2 Classifications**

### **A.2.1 Higher Education Worker Level 1 (HEW 1)**

**(a) Training level or qualifications**

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

**(ii)** Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, work health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

**(b) Occupational equivalent**

Cleaner, labourer, trainee for Level 2 duties.

**(c) Level of supervision**

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

**(d) 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.

**(e) Organisational knowledge**

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

**(f) 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.

**(g) Typical activities**

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

**A.2.2 Higher Education Worker Level 2 (HEW 2)**

**(a) 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.

**(b) Occupational equivalent**

Administrative assistant, security patrol officer.

**(c) Level of supervision**

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

**(d) Task level**

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

**(e) 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 employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

**(f) Judgment, independence and problem solving**

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

**(g) Typical activities**

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

**A.2.3 Higher Education Worker Level 3 (HEW 3)**

**(a) Training level or qualifications**

- (i) 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.
- (ii) 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.

**(b) Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

**(c) 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.

**(d) 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.

**(e) 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.

**(f) Judgment, independence and problem solving**

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

**(g) Typical activities**

**(i)** 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.

**(ii)** In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and
- assist with the feeding and care of animals.

**(iii)** 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.

- (iv) Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

#### **A.2.4 Higher Education Worker Level 4 (HEW 4)**

##### **(a) Training level or qualifications**

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

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

##### **(b) Occupational equivalent**

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

##### **(c) 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.

##### **(d) Task level**

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

##### **(e) 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.

##### **(f) Judgment, independence and problem solving**

- (i) In trades positions, extensive diagnostic skills.

- (ii) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
- (iii) 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.

**(g) Typical activities**

- (i) 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.
- (ii) 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.
- (iii) In library technician positions:
  - undertake copy cataloguing;
  - use a range of bibliographic databases;
  - undertake acquisitions; and/or
  - respond to reference inquiries.
- (iv) In administrative positions:
  - may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
  - plan and set up spreadsheets or database applications;
  - be responsible for providing a full range of secretarial services, e.g. in a faculty;
  - provide advice to students on enrolment procedures and requirements; and/or
  - administer enrolment and course progression records.



## A.2.5 Higher Education Worker Level 5 (HEW 5)

### (a) 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 2 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 2 years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

### (b) 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.

### (c) 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.

### (d) 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.

### (e) 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.

**(f) 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.

**(g) Typical activities**

**(i) In technical positions:**

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

**(ii) In library technician positions:**

- perform at a higher level than Level 4, including:
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

**(iii) In administrative positions:**

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

**(iv) In professional positions and under professional supervision:**

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

## A.2.6 Higher Education Worker Level 6 (HEW6)

### (a) Training level or qualifications

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

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

### (b) 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.

### (c) 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.

### (d) 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.

### (e) 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.

### (f) 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.

**(g) Typical activities**

**(i) In technical positions:**

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or
- install, repair, provide and demonstrate computer services in laboratories.

**(ii) In administrative positions:**

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a school or small faculty.

**(iii) In professional positions:**

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

**A.2.7 Higher Education Worker Level 7 (HEW 7)**

**(a) Training level or qualifications**

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

- (i)** a degree with at least 4 years' subsequent relevant experience; or

- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(b) Occupational equivalent**

Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex faculty.

**(c) Level of supervision**

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

**(d) 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.

**(e) Organisational knowledge**

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

**(f) 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.

**(g) Typical activities**

- (i) In a library, combine specialist expertise and responsibilities for managing a library function.
- (ii) In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.
- (iii) In technical manager positions, the management of teaching and research facilities for a department or school.
- (iv) In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- (v) In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

### A.2.8 Higher Education Worker Level 8 (HEW 8)

**(a) Training level or qualifications**

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

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

**(b) Occupational equivalent**

Manager (including administrative, research, professional or scientific), senior school or faculty administrator, researcher.

**(c) 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.

**(d) 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.

**(e) 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.

**(f) 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.

**(g) Typical activities**

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

- (iv) Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

### A.2.9 Higher Education Worker Level 9 (HEW 9)

#### (a) Training level or qualifications

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

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

#### (b) Occupational equivalent

Manager (including administrative, research, professional or scientific), senior school or faculty administrator, senior researcher.

#### (c) 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.

#### (d) 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.

#### (e) 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.

#### (f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

**(g) Typical activities**

- (i)** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii)** 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.
- (iii)** Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.
- (iv)** Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

**A.2.10 Higher Education Worker Level 10 (HEW 10)**

**(a) Training level or qualifications**

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

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

**(b) Occupational equivalent**

Senior program, research or administrative manager.

**(c) 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).

**(d) 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.

**(e) 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.



**(f) Judgment, independence and problem solving**

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

**(g) Typical activities**

- (i)** Manage a large functional unit with a diverse or complex set of functions and significant resources.
- (ii)** Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.
- (iii)** Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

DRAFT

**Schedule B—Summary of Hourly Rates of Pay****B.1 Adult full-time and part-time employees****B.1.1 Adult full-time and part-time employees other than PACCT staff—ordinary, shiftwork and penalty rates**

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	% of minimum hourly rate				
	100%	150%	200%	115%	130%
	\$	\$	\$	\$	\$
<b>HEW 1</b>					
HEW Level 1.1	20.95	31.43	41.90	24.09	27.24
HEW Level 1.2	21.27	31.91	42.54	24.46	27.65
HEW Level 1.3	21.60	32.40	43.20	24.84	28.08
<b>HEW 2</b>					
HEW Level 2.1	22.00	33.00	44.00	25.30	28.60
HEW Level 2.2	22.33	33.50	44.66	25.68	29.03
<b>HEW 3</b>					
HEW Level 3.1	22.79	34.19	45.58	26.21	29.63
HEW Level 3.2	23.19	34.79	46.38	26.67	30.15
HEW Level 3.3	23.58	35.37	47.16	27.12	30.65
HEW Level 3.4	23.97	35.96	47.94	27.57	31.16
HEW Level 3.5	24.30	36.45	48.60	27.95	31.59
<b>HEW 4</b>					
HEW Level 4.1	24.83	37.25	49.66	28.55	32.28
HEW Level 4.2	25.29	37.94	50.58	29.08	32.88
HEW Level 4.3	25.75	38.63	51.50	29.61	33.48
<b>HEW 5</b>					
HEW Level 5.1	26.10	39.15	52.20	30.02	33.93
HEW Level 5.2	26.64	39.96	53.28	30.64	34.63
HEW Level 5.3	27.00	40.50	54.00	31.05	35.10
HEW Level 5.4	27.53	41.30	55.06	31.66	35.79
HEW Level 5.5	28.07	42.11	56.14	32.28	36.49
<b>HEW 6</b>					

Higher Education Industry—General Staff—Award 20XX

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>115%</b>	<b>130%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
HEW Level 6.1	28.74	43.11	57.48	33.05	37.36
HEW Level 6.2	29.28	43.92	58.56	33.67	38.06
HEW Level 6.3	29.76	44.64	59.52	34.22	38.69
HEW Level 6.4	30.29	45.44	60.58	34.83	39.38
<b>HEW 7</b>					
HEW Level 7.1	30.91	46.37	61.82	35.55	40.18
HEW Level 7.2	31.57	47.36	63.14	36.31	41.04
HEW Level 7.3	32.22	48.33	64.44	37.05	41.89
HEW Level 7.4	32.88	49.32	65.76	37.81	42.74
<b>HEW 8</b>					
HEW Level 8.1	33.67	50.51	67.34	38.72	43.77
HEW Level 8.2	34.72	52.08	69.44	39.93	45.14
HEW Level 8.3	35.78	53.67	71.56	41.15	46.51
HEW Level 8.4	36.83	55.25	73.66	42.35	47.88
<b>HEW 9</b>					
HEW Level 9.1	37.95	56.93	75.90	43.64	49.34
HEW Level 9.2	39.00	58.50	78.00	44.85	50.70
HEW Level 9.3	40.05	60.08	80.10	46.06	52.07
<b>HEW 10</b>					
HEW Level 10.1	40.12	60.18	80.24	46.14	52.16

**B.1.2 Adult full-time and part-time employees other than PACCT staff—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>HEW 1</b>				
HEW Level 1.1	31.43	41.90	41.90	52.38
HEW Level 1.2	31.91	42.54	42.54	53.18
HEW Level 1.3	32.40	43.20	43.20	54.00
<b>HEW 2</b>				
HEW Level 2.1	33.00	44.00	44.00	55.00
HEW Level 2.2	33.50	44.66	44.66	55.83
<b>HEW 3</b>				
HEW Level 3.1	34.19	45.58	45.58	56.98
HEW Level 3.2	34.79	46.38	46.38	57.98
HEW Level 3.3	35.37	47.16	47.16	58.95
HEW Level 3.4	35.96	47.94	47.94	59.93
HEW Level 3.5	36.45	48.60	48.60	60.75
<b>HEW 4</b>				
HEW Level 4.1	37.25	49.66	49.66	62.08
HEW Level 4.2	37.94	50.58	50.58	63.23
HEW Level 4.3	38.63	51.50	51.50	64.38
<b>HEW 5</b>				
HEW Level 5.1	39.15	52.20	52.20	65.25
HEW Level 5.2	39.96	53.28	53.28	66.60
HEW Level 5.3	40.50	54.00	54.00	67.50
HEW Level 5.4	41.30	55.06	55.06	68.83
HEW Level 5.5	42.11	56.14	56.14	70.18
<b>HEW 6</b>				
HEW Level 6.1	43.11	57.48	57.48	71.85
HEW Level 6.2	43.92	58.56	58.56	73.20

Higher Education Industry—General Staff—Award 20XX

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
	\$	\$	\$	\$
HEW Level 6.3	44.64	59.52	59.52	74.40
HEW Level 6.4	45.44	60.58	60.58	75.73
<b>HEW 7<sup>1</sup></b>				
HEW Level 7.1	—	—	—	—
HEW Level 7.2	—	—	—	—
HEW Level 7.3	—	—	—	—
HEW Level 7.4	—	—	—	—
<b>HEW 8<sup>1</sup></b>				
HEW Level 8.1	—	—	—	—
HEW Level 8.2	—	—	—	—
HEW Level 8.3	—	—	—	—
HEW Level 8.4	—	—	—	—
<b>HEW 9<sup>1</sup></b>				
HEW Level 9.1	—	—	—	—
HEW Level 9.2	—	—	—	—
HEW Level 9.3	—	—	—	—
<b>HEW 10<sup>1</sup></b>				
HEW Level 10.1	—	—	—	—

<sup>1</sup> Overtime rates not payable to HEW 7, 8 or 9 and above in accordance with clauses 22.4(b) and 22.4(c).

**B.1.3 Adult full-time and part-time PACCT staff—ordinary, shiftwork and penalty rates**

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	% of minimum hourly rate				
	100%	150%	200%	115%	130%
	\$	\$	\$	\$	\$
<b>HEW 1</b>					
HEW Level 1.1	21.66	32.49	43.32	24.91	28.16

Higher Education Industry—General Staff—Award 20XX

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>115%</b>	<b>130%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
HEW Level 1.2	22.00	33.00	44.00	25.30	28.60
HEW Level 1.3	22.34	33.51	44.68	25.69	29.04
<b>HEW 2</b>					
HEW Level 2.1	22.75	34.13	45.50	26.16	29.58
HEW Level 2.2	23.09	34.64	46.18	26.55	30.02
<b>HEW 3</b>					
HEW Level 3.1	23.57	35.36	47.14	27.11	30.64
HEW Level 3.2	23.97	35.96	47.94	27.57	31.16
HEW Level 3.3	24.38	36.57	48.76	28.04	31.69
HEW Level 3.4	24.79	37.19	49.58	28.51	32.23
HEW Level 3.5	25.13	37.70	50.26	28.90	32.67
<b>HEW 4</b>					
HEW Level 4.1	25.67	38.51	51.34	29.52	33.37
HEW Level 4.2	26.15	39.23	52.30	30.07	34.00
HEW Level 4.3	26.62	39.93	53.24	30.61	34.61
<b>HEW 5</b>					
HEW Level 5.1	26.99	40.49	53.98	31.04	35.09
HEW Level 5.2	27.55	41.33	55.10	31.68	35.82
HEW Level 5.3	27.91	41.87	55.82	32.10	36.28
HEW Level 5.4	28.47	42.71	56.94	32.74	37.01
HEW Level 5.5	29.03	43.55	58.06	33.38	37.74
<b>HEW 6</b>					
HEW Level 6.1	29.72	44.58	59.44	34.18	38.64
HEW Level 6.2	30.28	45.42	60.56	34.82	39.36
HEW Level 6.3	30.77	46.16	61.54	35.39	40.00
HEW Level 6.4	31.32	46.98	62.64	36.02	40.72
<b>HEW 7</b>					
HEW Level 7.1	31.96	47.94	63.92	36.75	41.55
HEW Level 7.2	32.64	48.96	65.28	37.54	42.43

Higher Education Industry—General Staff—Award 20XX

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>115%</b>	<b>130%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
HEW Level 7.3	33.32	49.98	66.64	38.32	43.32
HEW Level 7.4	34.00	51.00	68.00	39.10	44.20
<b>HEW 8</b>					
HEW Level 8.1	34.82	52.23	69.64	40.04	45.27
HEW Level 8.2	35.91	53.87	71.82	41.30	46.68
HEW Level 8.3	36.99	55.49	73.98	42.54	48.09
HEW Level 8.4	38.08	57.12	76.16	43.79	49.50
<b>HEW 9</b>					
HEW Level 9.1	39.24	58.86	78.48	45.13	51.01
HEW Level 9.2	40.33	60.50	80.66	46.38	52.43
HEW Level 9.3	41.41	62.12	82.82	47.62	53.83
<b>HEW 10</b>					
HEW Level 10.1	41.48	62.22	82.96	47.70	53.92

**B.1.4 Adult full-time and part-time PACCT staff—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>HEW 1</b>				
HEW Level 1.1	32.49	43.32	43.32	54.15
HEW Level 1.2	33.00	44.00	44.00	55.00
HEW Level 1.3	33.51	44.68	44.68	55.85
<b>HEW 2</b>				
HEW Level 2.1	34.13	45.50	45.50	56.88
HEW Level 2.2	34.64	46.18	46.18	57.73
<b>HEW 3</b>				
HEW Level 3.1	35.36	47.14	47.14	58.93
HEW Level 3.2	35.96	47.94	47.94	59.93

Higher Education Industry—General Staff—Award 20XX

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
HEW Level 3.3	36.57	48.76	48.76	60.95
HEW Level 3.4	37.19	49.58	49.58	61.98
HEW Level 3.5	37.70	50.26	50.26	62.83
<b>HEW 4</b>				
HEW Level 4.1	38.51	51.34	51.34	64.18
HEW Level 4.2	39.23	52.30	52.30	65.38
HEW Level 4.3	39.93	53.24	53.24	66.55
<b>HEW 5</b>				
HEW Level 5.1	40.49	53.98	53.98	67.48
HEW Level 5.2	41.33	55.10	55.10	68.88
HEW Level 5.3	41.87	55.82	55.82	69.78
HEW Level 5.4	42.71	56.94	56.94	71.18
HEW Level 5.5	43.55	58.06	58.06	72.58
<b>HEW 6</b>				
HEW Level 6.1	44.58	59.44	59.44	74.30
HEW Level 6.2	45.42	60.56	60.56	75.70
HEW Level 6.3	46.16	61.54	61.54	76.93
HEW Level 6.4	46.98	62.64	62.64	78.30
<b>HEW 7<sup>1</sup></b>				
HEW Level 7.1	—	—	—	—
HEW Level 7.2	—	—	—	—
HEW Level 7.3	—	—	—	—
HEW Level 7.4	—	—	—	—
<b>HEW 8<sup>1</sup></b>				
HEW Level 8.1	—	—	—	—
HEW Level 8.2	—	—	—	—
HEW Level 8.3	—	—	—	—
HEW Level 8.4	—	—	—	—
<b>HEW 9<sup>1</sup></b>				



	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
HEW Level 9.1	—	—	—	—
HEW Level 9.2	—	—	—	—
HEW Level 9.3	—	—	—	—
<b>HEW 10<sup>1</sup></b>				
HEW Level 10.1	—	—	—	—

<sup>1</sup> Overtime rates not payable to HEW 7, 8 or 9 and above in accordance with clauses 22.4(b) and 22.4(c).

## B.2 Adult casual employees

### B.2.1 Adult casual employees other than PACCT staff—ordinary, shiftwork and penalty rates

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	% of minimum hourly rate				
	125%	175%	225%	140%	155%
	\$	\$	\$	\$	\$
<b>HEW 1</b>					
HEW Level 1.1	26.19	36.66	47.14	29.33	32.47
HEW Level 1.2	26.59	37.22	47.86	29.78	32.97
HEW Level 1.3	27.00	37.80	48.60	30.24	33.48
<b>HEW 2</b>					
HEW Level 2.1	27.50	38.50	49.50	30.80	34.10
HEW Level 2.2	27.91	39.08	50.24	31.26	34.61
<b>HEW 3</b>					
HEW Level 3.1	28.49	39.88	51.28	31.91	35.32
HEW Level 3.2	28.99	40.58	52.18	32.47	35.94
HEW Level 3.3	29.48	41.27	53.06	33.01	36.55
HEW Level 3.4	29.96	41.95	53.93	33.56	37.15
HEW Level 3.5	30.38	42.53	54.68	34.02	37.67
<b>HEW 4</b>					

Higher Education Industry—General Staff—Award 20XX

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>140%</b>	<b>155%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
HEW Level 4.1	31.04	43.45	55.87	34.76	38.49
HEW Level 4.2	31.61	44.26	56.90	35.41	39.20
HEW Level 4.3	32.19	45.06	57.94	36.05	39.91
<b>HEW 5</b>					
HEW Level 5.1	32.63	45.68	58.73	36.54	40.46
HEW Level 5.2	33.30	46.62	59.94	37.30	41.29
HEW Level 5.3	33.75	47.25	60.75	37.80	41.85
HEW Level 5.4	34.41	48.18	61.94	38.54	42.67
HEW Level 5.5	35.09	49.12	63.16	39.30	43.51
<b>HEW 6</b>					
HEW Level 6.1	35.93	50.30	64.67	40.24	44.55
HEW Level 6.2	36.60	51.24	65.88	40.99	45.38
HEW Level 6.3	37.20	52.08	66.96	41.66	46.13
HEW Level 6.4	37.86	53.01	68.15	42.41	46.95
<b>HEW 7</b>					
HEW Level 7.1	38.64	54.09	69.55	43.27	47.91
HEW Level 7.2	39.46	55.25	71.03	44.20	48.93
HEW Level 7.3	40.28	56.39	72.50	45.11	49.94
HEW Level 7.4	41.10	57.54	73.98	46.03	50.96
<b>HEW 8</b>					
HEW Level 8.1	42.09	58.92	75.76	47.14	52.19
HEW Level 8.2	43.40	60.76	78.12	48.61	53.82
HEW Level 8.3	44.73	62.62	80.51	50.09	55.46
HEW Level 8.4	46.04	64.45	82.87	51.56	57.09
<b>HEW 9</b>					
HEW Level 9.1	47.44	66.41	85.39	53.13	58.82
HEW Level 9.2	48.75	68.25	87.75	54.60	60.45
HEW Level 9.3	50.06	70.09	90.11	56.07	62.08

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	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>140%</b>	<b>155%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>HEW 10</b>					
HEW Level 10.1	50.15	70.21	90.27	56.17	62.19

**B.2.2 Adult casual PACCT staff—ordinary, shiftwork and penalty rates**

	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>140%</b>	<b>155%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>HEW 1</b>					
HEW Level 1.1	27.08	37.91	48.74	30.32	33.57
HEW Level 1.2	27.50	38.50	49.50	30.80	34.10
HEW Level 1.3	27.93	39.10	50.27	31.28	34.63
<b>HEW 2</b>					
HEW Level 2.1	28.44	39.81	51.19	31.85	35.26
HEW Level 2.2	28.86	40.41	51.95	32.33	35.79
<b>HEW 3</b>					
HEW Level 3.1	29.46	41.25	53.03	33.00	36.53
HEW Level 3.2	29.96	41.95	53.93	33.56	37.15
HEW Level 3.3	30.48	42.67	54.86	34.13	37.79
HEW Level 3.4	30.99	43.38	55.78	34.71	38.42
HEW Level 3.5	31.41	43.98	56.54	35.18	38.95
<b>HEW 4</b>					
HEW Level 4.1	32.09	44.92	57.76	35.94	39.79
HEW Level 4.2	32.69	45.76	58.84	36.61	40.53
HEW Level 4.3	33.28	46.59	59.90	37.27	41.26
<b>HEW 5</b>					
HEW Level 5.1	33.74	47.23	60.73	37.79	41.83

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	Ordinary hours	Saturday	Sunday	Afternoon & night	Non-rotating night
	% of minimum hourly rate				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>140%</b>	<b>155%</b>
	\$	\$	\$	\$	\$
HEW Level 5.2	34.44	48.21	61.99	38.57	42.70
HEW Level 5.3	34.89	48.84	62.80	39.07	43.26
HEW Level 5.4	35.59	49.82	64.06	39.86	44.13
HEW Level 5.5	36.29	50.80	65.32	40.64	45.00
<b>HEW 6</b>					
HEW Level 6.1	37.15	52.01	66.87	41.61	46.07
HEW Level 6.2	37.85	52.99	68.13	42.39	46.93
HEW Level 6.3	38.46	53.85	69.23	43.08	47.69
HEW Level 6.4	39.15	54.81	70.47	43.85	48.55
<b>HEW 7</b>					
HEW Level 7.1	39.95	55.93	71.91	44.74	49.54
HEW Level 7.2	40.80	57.12	73.44	45.70	50.59
HEW Level 7.3	41.65	58.31	74.97	46.65	51.65
HEW Level 7.4	42.50	59.50	76.50	47.60	52.70
<b>HEW 8</b>					
HEW Level 8.1	43.53	60.94	78.35	48.75	53.97
HEW Level 8.2	44.89	62.84	80.80	50.27	55.66
HEW Level 8.3	46.24	64.73	83.23	51.79	57.33
HEW Level 8.4	47.60	66.64	85.68	53.31	59.02
<b>HEW 9</b>					
HEW Level 9.1	49.05	68.67	88.29	54.94	60.82
HEW Level 9.2	50.41	70.58	90.74	56.46	62.51
HEW Level 9.3	51.76	72.47	93.17	57.97	64.19
<b>HEW 10</b>					
HEW Level 10.1	51.85	72.59	93.33	58.07	64.29

## Schedule C—Summary of Monetary Allowances

Employers must pay to an employee the allowances the employee is entitled to under Schedule C—Summary of Monetary Allowances.

### C.1 Wage-related allowances

**C.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the weekly rate derived from the annual rate for a HEW 3.1 in clause 17.1 = **\$45,034.65** divided by 52 = **\$866.05**

**C.1.2** The following wage-related allowances will be payable to employees, subject to the terms in the table:

Allowance	Application	% of <a href="#">standard rate</a>	\$	Payable
Sleepover allowance	<ul style="list-style-type: none"> <li>- (permanently residing on campus) is required to sleep-over at the employer’s premises for a period outside the employee’s ordinary hours of duty</li> <li>- Sleep-over period will not commence prior to 10.00 pm</li> </ul> <p>In addition to this allowance, an employee will be paid as follows:</p> <ul style="list-style-type: none"> <li>- for work less than one hour—nil</li> <li>- for work more than one hour—in accordance with overtime provisions</li> </ul>	5.31	45.99	per occurrence

### C.1.3 Additional wage-related allowances—payable to specified trades and service staff only

The following additional wage-related allowances apply to certain trades and services staff only as specified in the following table, subject to the terms in the table:

Allowance	Staff category	Application	% of <u>standard rate</u>	\$	Payable
Broken shift—per day	Catering and retail staff; and security staff	When an employee is required to work a shift in 2 periods of duty	0.28	2.42	per day
Broken shift—maximum per week	Catering and retail staff; and security staff	When an employee is required to work a shift in 2 periods of duty	1.38	11.95	per week
First aid	Building services staff; security staff; storage services; and trades staff	Where an employee is the current holder of appropriate first aid qualifications (St John Ambulance) and the employer has formally appointed the employee to act as the first aid attendant	1.45	12.56	per week
Cold work	Building services staff; maintenance staff (inclusive only of carpenters, joiners and painters); and trades staff	<ul style="list-style-type: none"> <li>- Where employees are required to work one or more hours in places where the temperature is reduced by artificial means below 0°C</li> <li>- Where the work continues for 2 or more hours employees will be entitled to a rest period of 20 minutes every 2 hours (without loss of pay)</li> </ul>	0.06	0.52	per hour
Hot work—46°C to 54°C	Building services staff; maintenance staff (inclusive only of carpenters,	- Where employees are required to work for one or more hours in places where the temperature is raised by artificial means to between 46°C and 54°C	0.05	0.43	per hour

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Allowance	Staff category	Application	% of <u>standard rate</u>	\$	Payable
	joiners and painters); and trades staff (excluding plumbers)				
Hot work—54°C and over		<ul style="list-style-type: none"> <li>- In places where the temperature exceeds 54°C</li> <li>- Where the work continues for 2 or more hours in temperatures exceeding 54°C employees will be entitled to a rest period of 20 minutes every 2 hours (without loss of pay)</li> </ul>	0.06	0.52	per hour
Wet work	Maintenance staff (inclusive only of carpenters or joiners); and trades staff (excluding plumbers)	Where employees are working in any place where their clothing becomes saturated by water, oil or another substance they must be paid the allowance for every hour so engaged unless supplied with protective clothing and/or footwear	0.06	0.52	per hour
Height	Maintenance staff (inclusive only of carpenters, joiners and painters); and trades staff (excluding linespersons, riggers and splicers)	<ul style="list-style-type: none"> <li>- Where an employee is working in any structure at a height exceeding 9 m where an adequate fixed support (not less than 0.75 m wide) is not provided</li> <li>- Allowance does not apply if the employee is working in a bosun's swing stage</li> </ul>	0.06	0.52	per hour

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<b>Allowance</b>	<b>Staff category</b>	<b>Application</b>	<b>% of <u>standard rate</u></b>	<b>\$</b>	<b>Payable</b>
Confined spaces	Trades staff (excluding plumbers)	<ul style="list-style-type: none"> <li>- Where working in a confined space (dimensions necessitate working in stooped/cramped position, without proper ventilation)</li> <li>- Confined spaces include boilers steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues combustion chambers, receivers, buoys, tanks, superheaters or economizers</li> </ul>	0.07	0.61	per hour
Boiler repairs—base	Trades staff (excluding plumbers and electricians)	<ul style="list-style-type: none"> <li>- Where working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers</li> </ul>	0.04	0.35	per hour
		<ul style="list-style-type: none"> <li>- Where engaged on repairs to oil fired boilers (including castings, uptakes and funnels or flues and smoke stacks)</li> </ul>			
Boiler repairs—if inside		<ul style="list-style-type: none"> <li>- Where working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers</li> <li>- Where engaged on repairs to oil fired boilers (including castings, uptakes and funnels or flues and smoke stacks)</li> </ul>	0.15	1.30	per hour
Insulation materials	Maintenance staff (inclusive only of carpenters or joiners); and trades staff	Where employees are handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognized insulating material of a like nature, associated with similar disabilities in its use	0.08	0.69	per hour or part thereof
Toxic substances	Maintenance staff (inclusive only of carpenters, joiners and painters)	<ul style="list-style-type: none"> <li>- Employees engaged in preparation and/or application of epoxy based materials, materials of a like nature or toxic materials</li> <li>- Employees in close proximity to other employees so engaged</li> </ul>	0.06	0.52	per hour



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Allowance	Staff category	Application	% of <u>standard rate</u>	\$	Payable
Dirty work	Maintenance staff (inclusive only of carpenters, joiners and painters); and trades staff (excluding plumbers)	Where an employee and supervisor agree that work is of an unusually dirty or offensive nature	0.06	0.52	per hour
Asbestos	Maintenance staff (inclusive only of carpenters or joiners)	Where required to wear protective equipment as required by the appropriate occupational health authority for the handling of materials containing asbestos or working in close proximity to employees handling such materials	0.08	0.69	per hour
Bitumen work	Maintenance staff (inclusive only of carpenters or joiners)	Where handling hot bitumen or asphalt or dipping materials in creosote	0.08	0.69	per hour
Coloured mortar	Maintenance staff (inclusive only of carpenters or joiners)	Where engaged in the use of coloured additives in mortar	0.07	0.61	per hour
Second-hand timber	Maintenance staff (inclusive only of carpenters or joiners)	<ul style="list-style-type: none"> <li>- Where working with second-hand timber and the employee's tools are damaged by nail, dums or other foreign matter on the timber</li> <li>- Damage must be immediately reported to their supervisor</li> </ul>	0.24	2.08	per day
Lifting—5.5–9kg blocks	Maintenance staff (inclusive only of builders labourers)	- Where required to lift blocks (other than cindrete blocks for plugging purposes)	0.06	0.52	per hour
		- Employees will not be required to lift blocks in excess of 20kg unless they are provided with a			

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Allowance	Staff category	Application	% of <u>standard rate</u>	\$	Payable
		mechanical aid or with an assisting employee			
Lifting—9–18kg blocks	Maintenance staff (inclusive only of builders labourers)	- Where required to lift blocks (other than cindrete blocks for plugging purposes) - Employees will not be required to lift blocks in excess of 20kg unless they are provided with a mechanical aid or with an assisting employee	0.11	0.95	per hour
Lifting—more than 18kg blocks	Maintenance staff (inclusive only of builders labourers)	- Where required to lift blocks (other than cindrete blocks for plugging purposes) - Employees will not be required to lift blocks in excess of 20kg unless they are provided with a mechanical aid or with an assisting employee	0.16	1.39	per hour
Roofing repairs	Maintenance staff (inclusive only of carpenters or joiners)	Where engaged in repairs to roofs	0.08	0.69	per hour
Computing quantities	Maintenance staff (inclusive only of carpenters, joiners and painters)	Where regularly required to compute or estimate quantities of materials in respect of the work performed by other employees	0.45	3.90	per day or part thereof
Certificate	Maintenance staff (inclusive only of painters)	Where the employee holds a scaffolding certificate or rigging certificate and is required to act on that certificate whilst engaged in work requiring a certified person	0.06	0.52	per hour
Leading hand—3–10 employees	Trades staff	Where the leading hand is in charge of 3–10 employees	3.04	26.33	per week

Allowance	Staff category	Application	% of <u>standard rate</u>	\$	Payable
Leading hand—11–20 employees	Trades staff	Where the leading hand is in charge of 11–20 employees	4.80	41.57	per week
Leading hand—more than 20 employees	Trades staff	Where the leading hand is in charge of more than 20 employees	6.10	52.83	per week
Explosive power tools	Maintenance staff (inclusive only of carpenters or joiners); and trades staff	Where required to operate explosive power tools	0.15	1.30	per day
Grindstone	Maintenance staff (inclusive only of carpenters or joiners)	Where grindstone or wheel is not made available by the employer	0.64	5.54	per week
Relieving officer	Security staff	Where appointed as a relieving officer (relieves at short notice another security officer, a display roster is not required and 24 hours' notice of shift will be given where possible)	2.94	25.46	per week

#### C.1.4 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

## C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees, subject to the terms in the table:

Allowance	Application	\$	payable
Overtime meal allowance	<ul style="list-style-type: none"> <li>- Weekdays: when the employee has worked approved overtime beyond the ordinary hours of work for more than 2 hours</li> <li>- Saturday and Sunday: when the employee has worked approved overtime for more than 5 hours</li> <li>- Will not be paid if the employee can reasonably return home for a meal and then resume duty or a meal is provided by the employer</li> </ul>	16.61	per occurrence
Accommodation, meals and incidental expenditure when travelling	Where the employee is absent overnight on employer business. Employer business includes attending a course or conference on a residential live-in basis in respect of which the employer has agreed to meet the accommodation living expenses		Reimbursement of reasonable expenses or a reasonable allowance to cover the cost of meals, accommodation, and incidental expenditure
Reimbursement of fares	Where required to travel on employer business unless otherwise authorised, must travel on public transport or employer supplied vehicle		Reimbursed of the reasonable cost of travel upon production of receipts
Overtime	<ul style="list-style-type: none"> <li>- Where required to work overtime at a time when usual means of transport are not available</li> <li>- Not eligible for paid overtime</li> <li>- If directed to work other than his/her reasonable hours of duty and is not eligible to receive payment for overtime</li> </ul>		Reimbursement of difference between the normal cost of travel and the cost actually incurred through the use of a reasonable alternative means of transport. Not eligible for paid overtime reimbursed for all reasonable travel expenses necessarily incurred
Vehicle	Where an employee is authorised to use his/her own motor vehicle in the performance of his/her duties		Allowance in accordance with the Australian Taxation Office guidelines as at 1 July each year
Uniform/protective clothing	<ul style="list-style-type: none"> <li>- Where items are required by the employer in the performance of the employee's duties</li> <li>- Allowance does not apply if the items are</li> </ul>		Allowance equivalent to the purchase price of any uniforms, overalls or protective

Allowance	Application	\$	payable
	provided by the employer		clothing

**C.2.2 Additional wage-related allowances—payable to specified trades and service staff only**

The following additional expense-related allowances apply to certain trades and services staff only as specified in the following table, subject to the terms in the table:

Allowance	Staff category	Application	\$	payable
Travel/reimbursement of fares	Catering and retail staff; children’s services staff; storage services and trades staff	- Where required to work away from their usual place of work; or - Where required to work overtime at a time when reasonable means of transport are not available		Ordinary rate of pay for travel time and any fares reasonably incurred in excess of those normally incurred
Compensation for damage to clothing and personal effects-up to a maximum of	Storage staff and trades staff	Will be compensated if damage to clothing, spectacles, hearing aids and tools (other than where supplied by the employer) sustained in the course of work (not payable if covered by workers compensation or if damage/loss is due to the employee’s own negligence)	350	
Tools	Storage services; grounds/gardeners/farm staff; maintenance staff; and trades staff.	- Will be fully reimbursed for the cost of purchasing or supplying tools required by the employer in the course of work - Allowance does not apply if the tools are provided by the employer		Reimbursed full cost of purchasing/supplying tools
Compensation for tools-up to a maximum of	Maintenance staff (inclusive only of carpenters, joiners and painters)	- Where tools are lost through fire or stolen whilst securely stored by employer - Carpenters and joiners are entitled to reimbursement where tools are lost during transport (if directed by employer), accidentally lost over water or are stolen whilst the employee is absent due to illness or injury	1059	

**C.2.3 Adjustment of expense-related allowances**

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Compensation for damage to clothing and personal effects	Clothing and footwear group
Compensation for tools	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

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**Schedule D—List of employers bound by the Higher Education Contract of  
Employment Award 1998 [AP784204]**

<b>Institution at time of HECE Award</b>	<b>Current name or names</b>	<b>New consolidated list (alphabetical)</b>
Australian Catholic University	Australian Catholic University	Australian Catholic University
Australian Maritime College	University of Tasmania	Australian National University
Australian National University	Australian National University	Charles Darwin University
Central Queensland University	Central University Queensland	Charles Sturt University
Charles Sturt University	Charles Sturt University	Central Queensland University
Curtin University of Technology	Curtin University of Technology	Curtin University of Technology
Deakin University	Deakin University	Deakin University
Edith Cowan University	Edith Cowan University	Edith Cowan University
Flinders University of South Australia	Flinders University of South Australia	Federation University of Australia
Griffith University	Griffith University	Flinders University of South Australia
James Cook University	James Cook University	Griffith University
La Trobe University	La Trobe University	James Cook University
Macquarie University	Macquarie University	La Trobe University
Monash University	Monash University	Macquarie University
Murdoch University	Murdoch University	Monash University
Northern Territory University	Charles Darwin University	Murdoch University
Queensland University of Technology	Queensland University of Technology	Queensland University of Technology
RMIT University	RMIT University	RMIT University
Southern Cross University	Southern Cross University	Southern Cross University
Swinburne University of	Swinburne University of	Swinburne University of

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<b>Institution at time of HECE Award</b>	<b>Current name or names</b>	<b>New consolidated list (alphabetical)</b>
Technology	Technology	Technology
University of Adelaide	University of Adelaide	University of Adelaide
University of Ballarat	Federation University of Australia	University of Canberra
University of Canberra	University of Canberra	University of Melbourne
University of Melbourne	University of Melbourne	University of New England
University of New South Wales	University of New South Wales	University of Newcastle
University of Newcastle	University of Newcastle	University of Newcastle
University of Newcastle	University of Newcastle	University of Queensland
University of Queensland	University of Queensland	University of South Australia
University of South Australia	University of South Australia	University of Southern Queensland
University of Southern Queensland	University of Southern Queensland	University of the Sunshine Coast
University of the Sunshine Coast	University of the Sunshine Coast	University of Sydney
University of Sydney	University of Sydney	University of Tasmania
University of Tasmania	University of Tasmania	University of Technology Sydney
University of Technology Sydney	University of Technology Sydney	University of Western Australia
University of Western Australia	University of Western Australia	Western Sydney University
University of Western Sydney	Western Sydney University	University of Wollongong
University of Wollongong	University of Wollongong	Victoria University
Victoria University	Victoria University	
Victorian College of Arts	University of Melbourne	



## Schedule E—Apprentices

### E.1 Definitions

**adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.

**apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

**apprenticeship** is a system of structured on-the-job training with an employer and off-the-job training with an approved training provider accessed through a contract of training

**approved training provider** is a Technical and Further Education College or other training provider accredited by the appropriate State or Territory training authority.

**contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

**school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with Schedule F—School-based Apprentices while also undertaking a course of secondary education.

**standard rate (SR)** means the weekly rate derived from the annual rate for a HEW 3.1 in clause 17.1—Minimum rates.

For the purposes of this award, a **building trades apprenticeship, electrical trades apprenticeship, metal and engineering trades apprenticeship, plumbing trades apprenticeship** and **hospitality trades apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.

### E.2 Building trades apprentices

#### E.2.1 Minimum wage rates for building trades apprentices that commenced prior 1 January 2014

The minimum ordinary rate of pay to be paid to junior building trades apprentices, who commenced their apprenticeship prior to 1 January 2014, will be in accordance with the percentages, set out in the tables below, applied to the [standard rate](#).

<b>4 year apprenticeship</b>	<b>% of the <a href="#">standard rate</a></b>
1 <sup>st</sup> year	45
2 <sup>nd</sup> year	55
3 <sup>rd</sup> year	75
4 <sup>th</sup> year	90

<b>3 year apprenticeship</b>	<b>% of the <a href="#">standard rate</a></b>
1 <sup>st</sup> year	55

2 <sup>nd</sup> year	75
3 <sup>rd</sup> year	90

**E.2.2** The rate of pay of a building trades adult apprentice, who commenced their apprenticeship prior to 1 January 2014, will be the rate prescribed for Higher Education Worker Level 1.1 or the percentages in E.2.1, whichever is higher.

**E.2.3 Minimum wage rates for building trades apprentices that commenced on or after 1 January 2014**

The minimum ordinary rate of pay to be paid to junior building trades apprentices, who commenced their apprenticeship on or after 1 January 2014, will be in accordance with the percentages set out below applied to the HEW Level 3.1 rate.

<b>4 year apprenticeship</b>	<b>Has not completed Year 12</b>	<b>Has completed Year 12</b>
	<b>% of HEW Level 3.1 rate</b>	
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	90	90

<b>3 year apprenticeship</b>	<b>% of the HEW Level 3.1 rate</b>
First year	55
Second year	75
Third year	90

**E.2.4** The rate of pay of a building trades adult apprentice, who commenced their apprenticeship on or after 1 January 2014, will be the rate prescribed for Higher Education Worker Level 1.1 or the percentages in E.2.3, whichever is higher.

**E.3 Electrical trades apprentices**

**E.3.1 Minimum wage rates for electrical trades apprentices that commenced prior to 1 January 2014**

The minimum ordinary rate of pay to be paid to electrical trades apprentices, who commenced their apprenticeship prior to 1 January 2014, will be in accordance with the percentages set out below applied to the [standard rate](#).

<b>Year</b>	<b>Junior apprentice % of <a href="#">standard rate</a></b>	<b>Adult apprentice % of <a href="#">standard rate</a></b>
1	42	70
2	55	80
3	75	85

Year	Junior apprentice % of <a href="#">standard rate</a>	Adult apprentice % of <a href="#">standard rate</a>
4	85	90

### E.3.2 Minimum wage rates for electrical trades apprentices that commenced on or after 1 January 2014

The minimum ordinary rate of pay to be paid to electrical trades apprentices, who commenced their apprenticeship on or after 1 January 2014, will be in accordance with the percentages set out below applied to the HEW Level 3.1 rate.

Stage of apprenticeship	Junior apprentice		Adult apprentice
	Has not completed Year 12	Has completed Year 12	
% of HEW Level 3.1 rate			
Stage 1	50	55	80
Stage 2	60	65	HEW Level 1.1
Stage 3	75	75	HEW Level 1.1
Stage 4	85	85	HEW Level 1.1

## E.4 Metal and engineering trades apprentices

### E.4.1 Minimum Wage Rates for metal and engineering trades apprentices that commenced prior to 1 January 2014

The minimum ordinary rate of pay to be paid to metal and engineering trades apprentices, who commenced their apprenticeship prior to 1 January 2014, will be in accordance with the percentages set out below applied to the [standard rate](#).

Stage of apprenticeship	Column 1	Column 2	Column 3	Column 4
	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (i.e. 21 years of age or over)
Stage 1	42% of the Higher Education Worker Level 3.1 rate	80% of the Higher Education Worker Level 1.2	The relevant rate applicable to a trainee commencing after Year 12 under National Training Wage Skill Level A.	National Training Wage Traineeship Skill Level B exit rate.

Stage of apprenticeship	Column 1	Column 2	Column 3	Column 4
	<b>Completed Year 10 or less</b>	<b>Completed Year 11</b>	<b>Completed Year 12</b>	<b>Adult (i.e. 21 years of age or over)</b>
Stage 2	55% of the Higher Education Worker Level 3.1 rate	55% of the Higher Education Worker Level 3.1 rate	The relevant rate applicable to a trainee commencing at Year 12 plus one year under National Training Wage Skill Level A.	Higher Education Worker Level 1.1 rate
Stage 3	75% of the Higher Education Worker Level 3.1 rate	75% of the Higher Education Worker Level 3.1 rate	75% of the Higher Education Worker Level 3.1 rate	Higher Education Worker Level 1.2 rate
Stage 4	88% of the Higher Education Worker Level 3.1 rate	88% of the Higher Education Worker Level 3.1 rate	Higher Education Worker Level 1.3 rate	Higher Education Worker Level 1.3 rate

**E.4.2 Minimum Wage Rates for metal and engineering trades apprentices that commenced on or after 1 January 2014**

The minimum ordinary rates of pay to be paid to metal and engineering trades apprentices, who commenced their apprenticeship on or after 1 January 2014 are set out below applied to the HEW Level 3.1 rate.

**Minimum wages from first pay period commencing on or after 1 January 2015**

Stage of apprenticeship	Junior apprentice		Adult apprentice
	Has not completed Year 12	Has completed Year 12	
	% of HEW Level 3.1 rate		
Stage 1	50	55	80
Stage 2	60	65	HEW 1.1
Stage 3	75	75	HEW 1.2
Stage 4	88	HEW 1.3	HEW 1.3

**E.5 Plumbing trades apprentices****E.5.1 Minimum Wage Rates for plumbing trades apprentices that commenced prior to 1 January 2014**

The minimum ordinary rate of pay to be paid to plumbing trades apprentices, who commenced their apprenticeship prior to 1 January 2014, shall be in accordance with the percentages set out below applied to the [standard rate](#):

Year	% of <a href="#">standard rate</a>
First	41
Second	60
Third	76
Fourth	98

**E.5.2 Minimum Wage Rates for plumbing trades apprentices that commenced on or after 1 January 2014**

The minimum ordinary rate of pay to be paid to plumbing trades apprentices, who commenced their apprenticeship on or after 1 January 2014, shall be in accordance with the percentages set out below applied to the HEW Level 3.1 rate.

Stage of apprenticeship	Has not completed Year 12	Has completed Year 12
	% of HEW Level 3.1 rate	
Stage 1	50	55
Stage 2	60	65
Stage 3	76	76
Stage 4	98	98

**E.6 Hospitality trades apprentices****E.6.1 Cooking apprenticeship**

- (a) A person who has completed a full apprenticeship for cooking must be paid not less than the standard weekly rate.
- (b) An employee apprenticed in the cooking trade will be paid the percentage of the [standard rate](#), as follows:

Year	% of <a href="#">standard rate</a>
First	55
Second	65
Third	80
Fourth	95

**E.6.2 Waiting apprenticeship**

- (a) A person who has completed a full apprenticeship for waiting must be paid not less than the standard weekly rate.
- (b) An employee apprenticed in the waiting trade will be paid the percentage of the standard weekly rate, or the wage as otherwise prescribed, as follows:

	<b>% of <u>standard rate</u></b>
First 6 months	70
Second 6 months	85
Third 6 months	Midway between the total rate prescribed for a Higher Education Worker Level 1.1 in clause 15.1 and the <u>standard rate</u> ; and
Fourth 6 months	Midway between the total rate prescribed for third 6 months, above, and the <u>standard rate</u> .

**E.6.3 Proficiency payments—cooking trade**

**(a) Application**

Proficiency pay as set out in clause E.6.3(b) will apply to apprentices who have successfully completed their schooling in a given year.

**(b) Payments**

Apprentices must receive the standard weekly rate during the latter half of the fourth year of the apprenticeship where the standard of proficiency has been attained on one, 2 or 3 occasions on the following basis:

- (i) one occasion only:
  - for the first nine months of the 4<sup>th</sup> year of apprenticeship, the normal 4<sup>th</sup> year rate of pay;
  - thereafter, the standard rate.
- (ii) on 2 occasions:
  - for the first 6 months of the 4<sup>th</sup> year of apprenticeship, the normal 4<sup>th</sup> year rate of pay;
  - thereafter, the standard rate.
- (iii) on all 3 occasions:
  - for the entire 4<sup>th</sup> year, the standard rate.

#### **E.6.4 Proficiency payments—waiting trade**

##### **(a) Application**

Proficiency pay as set out in clause E.6.4(b) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

##### **(b) Payments**

Apprentices who have attained the standard of proficiency in their first year must receive the [standard rate](#) during the latter half of the second year of apprenticeship.

#### **E.7 Apprentice conditions of employment**

**E.7.1** Except as provided in clause E.7 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

##### **E.7.2 Block release training**

- (a)** Clause E.7.2 applies to apprentices required to attend block release training identified in or associated with their training contract.
- (b)** Where the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training.
- (c)** Clause E.7.2(b) does not apply where the apprentice could attend a closer Registered Training Organisation (RTO), and use of the more distant RTO is not agreed between the employer and the apprentice.

**E.7.3** For the purposes of clause E.7.2(b), excess reasonable travel costs include:

- (a)** the total costs of reasonable transport (including transporting tools where required);
- (b)** accommodation costs incurred while travelling (where necessary); and
- (c)** reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.

**E.7.4** Excess reasonable travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

##### **E.7.5 Reduction of payment**

- (a)** Payment under clause E.7.2 may be reduced where an apprentice is eligible to receive travel costs to attend the block release training under a Government apprentice assistance scheme.
- (b)** The payment may be reduced by the amount the apprentice is entitled to receive under the scheme.

- (c) A payment reduction will only apply if an apprentice has either received assistance under the scheme or their employer has advised them in writing of the availability of the assistance.

**E.7.6 Reimbursements of course fees and materials**

An employer must reimburse an apprentice for the following costs paid by the apprentice:

- (a) all training fees charged by an RTO for prescribed courses; and
- (b) all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship.

**E.7.7** An employer must make the reimbursements in clause E.7.6 at the later of:

- (a) within 6 months of starting the apprenticeship or the relevant stage of the apprenticeship; or
- (b) within 3 months of starting training provided by the RTO.

**E.7.8** Reimbursement under clause E.7.6 is not payable when there is unsatisfactory progress.

**E.7.9** An employer may meet its obligations under clauses E.7.6 and E.7.7 by paying any fees and/or cost of textbooks directly to the RTO.

**E.7.10 Attending training**

- (a) An apprentice will be released from work to attend any training and assessment specified in, or associated with, the training contract.
- (b) An apprentice's attendance at training must be without loss of continuity of employment and be paid at the appropriate wages.
- (c) Time spent attending training will be counted as time worked for the purposes of calculating the apprentice's wages and determining their employment conditions.

**E.7.11** Clause E.7.10(c) operates subject to the provisions of Schedule F—School-based Apprentices.

**E.7.12** Except in an emergency, an apprentice must not be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.



## Schedule F—School-based Apprentices

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule G— Supported Wage System

**G.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**G.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### **G.3 Eligibility criteria**

**G.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**G.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## G.4 Supported wage rates

G.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause G.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

G.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

G.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## G.5 Assessment of capacity

G.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

G.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

## G.6 Lodgement of SWS wage assessment agreement

G.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

G.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **G.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

## **G.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **G.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **G.10 Trial period**

- G.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- G.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- G.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- G.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- G.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under G.5—Assessment of capacity.

## Schedule I—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#)

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule J—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule K—Part-day Public Holidays

- K.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- K.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause K.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause K.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- K.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

**K.4** This schedule is not intended to detract from or supplement the [NES](#).

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