

# EXTRACT

## 29. WORKPLACE FLEXIBILITY

- 29.1 The University and an employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the University and the individual employee. The University and the individual employee may agree to vary the application of terms concerning:
- 29.1.1 arrangements for when work is performed (which may vary the effect of Clause 21 - Hours of Work, Clause 22 - Meal Breaks, Clause 23 - Shift Work and/or Clause 28.2 – Requirement for Employees to Work at Different Campuses or Sites). This could include arrangements in relation to working 147 hours in a four week cycle such that the twentieth day may be taken as a scheduled day off;
  - 29.1.2 overtime (which may vary the effect of Clause 24 - Overtime, Clause 25 - Payment of Overtime for Employees On-call and/or Clause 27 - Overtime and Part-time Employees);
  - 29.1.3 penalty rates (which may vary the effect of Clause 23 – Shift Work, Clause 24 - Overtime, Clause 25 - Payment of Overtime for Employees On-call and/or Clause 27 - Overtime and Part-time Employees); and
  - 29.1.4 allowances which may vary the effect of Clause 26 - On-call allowance).
- 29.2 The University and the individual employee must have genuinely made the agreement without coercion or duress.
- 29.3 Where a workplace flexibility arrangement is proposed the relevant parties, and their chosen representatives, must have at least three (3) working days to consider the proposal.
- 29.4 Where the University proposes a workplace flexibility arrangement to an individual employee or a group of employees the University will give the employee(s) a copy of the proposal and inform the employee(s) that they may seek advice from the relevant union.
- 29.5 The University must ensure that the terms of the individual flexibility arrangement:
- 29.5.1 are about permitted matters under section 172 of the Fair Work Act; and
  - 29.5.2 are not unlawful terms under section 194 of the Fair Work Act; and
  - 29.5.3 result in the employee being better off overall than the employee would be if no arrangement was made; and
  - 29.5.4 not disadvantage other employees in the workplace in relation to their terms and conditions of employment.
- 29.6 The University must ensure that the individual flexibility arrangement is in writing, includes the name of the University and employee, is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and includes details of:
- 29.6.1 the terms of the enterprise agreement that will be varied by the arrangement; and
  - 29.6.2 how the arrangement will vary the effect of the terms; and
  - 29.6.3 how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
  - 29.6.4 states the day on which the arrangement commences.
- 29.7 The University must give the individual employee a copy of the agreement within fourteen (14) days and keep the agreement as a time and wages record.
- 29.8 The agreement may be terminated:
- 29.8.1 by the University or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - 29.8.2 at any time, by written agreement between the University and the individual employee.
- 29.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual employee contained in any other term of this Agreement.

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