62 Dispute Resolution Procedure – Revised clause (Tabled 17/7/2012)

62.1 It is agreed that all staff members, their representatives and the University have an interest in the proper application of this Agreement.

62.2 It is also agreed that all staff members, their representatives and the University should ensure as far as possible that disputes are managed and resolved in a timely manner at the local workplace level.

62.3 A staff member who is a party to the dispute may appoint their Union or other nominated representative to accompany or represent them, or both, for the purposes of this Clause 62. The staff member's Union or other nominated representative may address dispute matters with the University on behalf of the staff member, without the staff member being present.

62.4 A Union party to this Agreement may initiate this dispute resolution procedure by raising a dispute with the University in writing, stating the particulars and circumstances of the dispute. The Union and the University will endeavour to reach agreement. If no agreement is reached either party may refer the dispute to Fair Work Australia pursuant to 62.5.3.

62.5 Where a dispute relates to a matter arising under this Agreement, the National Employment Standards (including subsections 65(5) and 76(4) of the Act), any matter related to employment conditions or any other industrial dispute that arises to which the University is one of the parties, this Clause 62 will apply to settle the dispute:

   62.5.1 In the first instance, the staff member or the Union or the nominated representative and the appropriate line manager will discuss the matter in an attempt to resolve the dispute within 5 working days of the matter being reported to the line manager, unless another timeframe is agreed.

   62.5.2 Where a dispute is not resolved in accordance with subclause 62.5.1, the staff member or the Union or the nominated representative will attempt to resolve the dispute through discussion of the matter with an appropriate senior manager of the University. Such discussion will attempt to resolve the dispute within 5 working days of the dispute being referred to the senior manager by the staff member or the Union or the nominated representative or the line manager, unless another timeframe is agreed.

   62.5.3 If the dispute is unable to be resolved in accordance with subclause 62.5.2 any party to the dispute may refer the dispute to Fair Work Australia for resolution.
62.5.4 Fair Work Australia may resolve the dispute by the processes of conciliation or arbitration, or both. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of Fair Work Australia, subject to a right of appeal to a Full Bench of Fair Work Australia.

62.5.5 Except where a genuine safety issue is involved, until a dispute is resolved or arbitrated under these procedures, and subject to any direction of Fair Work Australia, the status quo that existed prior to the situation which gave rise to the dispute shall be maintained and the University will not implement changes likely to exacerbate the dispute. Neither party to the dispute will take actions that are likely to exacerbate the dispute.

62.6 A matter formally commenced under the Curtin University of Technology General Staff Agreement 2009-2012 but not concluded at the time at which this Agreement commences shall continue to be dealt with in accordance with the relevant provisions that applied under that Agreement, except where the staff member requests the matter be dealt with in accordance with the provisions of this clause. Any dispute which arose under the Curtin University of Technology General Staff Agreement 2009-2012, whether formally notified before or after the commencement of this Agreement, shall be resolved under the dispute settling procedure of the Curtin University of Technology General Staff Agreement 2009-2012, except where the staff member requests the matter be dealt with in accordance with the provisions of this clause. For the purposes of this sub-clause the relevant provisions of the Curtin University of Technology General Staff Agreement 2009-2012 are deemed to be provisions of this Agreement.