DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Edith Cowan University
(AG2013/7693)

EDITH COWAN UNIVERSITY ACADEMIC AND PROFESSIONAL STAFF UNION COLLECTIVE AGREEMENT 2013

Educational services

DEPUTY PRESIDENT MCCARTHY

PERTH, 2 AUGUST 2013

Application for approval of the Edith Cowan University Academic and Professional Staff Union Collective Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the Edith Cowan University Academic and Professional Staff Union Collective Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days from the date of this decision. The nominal expiry date of the Agreement is 30 June 2016.

DEPUTY PRESIDENT

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Edith Cowan University
Academic and Professional Staff
*Union Collective Agreement 2013*
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PART A  PRELIMINARIES

1. TITLE AND PARTIES

1.1 This Agreement shall be known as the Edith Cowan University Academic and Professional Staff Union Collective Agreement 2013 ("The Agreement") and has been negotiated between Edith Cowan University (ECU) and the National Tertiary Education Union (NTEU) (the "Parties").

1.2 The Agreement shall be binding according to its terms on the parties and shall apply to all employees employed by ECU.

2. AWARDS AND AGREEMENTS

2.1 This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that, unless otherwise stated in this agreement, there will be no further claims during the nominal life of this Agreement.

2.2 This Agreement supersedes and replaces in its entirety any previous certified agreement covering employment with the University.

2.3 This Agreement operates to the exclusion of and wholly replaces any existing award (or its successor) of the Fair Work Commission and any industrial agreement which may otherwise, but for this clause, apply to those employees whose employment falls within the scope of this Agreement.

2.4 University policies named and referred to in this Agreement are not thereby incorporated into the Agreement and do not form part of this Agreement.

3. OPERATION AND NEGOTIATION OF THE AGREEMENT

3.1 This Agreement will operate from 7 days after approval by the Fair Work Commission and has a nominal expiry date of 30 June 2016.

3.2 Negotiations shall reopen at least three (3) months prior to the nominal expiry date of this Agreement.

4. SENIOR EMPLOYEES

4.1 The University may enter into a written agreement pertaining to the employment of senior staff.

‘Senior Staff’ means an employee appointed to the position of:

- Vice-Chancellor;
- Deputy Vice-Chancellor;
- Pro Vice-Chancellor;
- Executive Deans;
- Dean (Regional Professional Studies);
- Vice-President (Corporate Services)
- Director, Student Services Centre;
- Chief Financial Officer;
- Head of Centre (Learning and Development);
- Director, Facilities and Services;
- Director, Planning, Quality and Equity Services Centre;
- Dean, ECU International;
- Director Human Resources Service Centre;
- Chief Information Officer;
- Director, Risk and Assurance Services Centre;
- Dean, Graduate Research School;
- Director, Office of Research and Innovation;
- University Librarian;
- Director, Office of Advancement;
- Director, Marketing and Communications Services;
- Director, Office of Governance Services

or their successors.

4.2 Senior Employees as defined in subclause 4.1 may be employed on one of the following arrangements;

4.2.1 Appointment to a senior position on a continuing or non-continuing basis.

4.2.2 Appointment to a senior position while holding an underlying substantive appointment or a continuing or fixed-term contract.

4.3 Where performance review, severance and termination provisions with adequate notice and appeal mechanisms are included in a written agreement with a Senior Employee the clauses of this Agreement relating to disciplinary action for unsatisfactory performance or misconduct will not apply to Senior Employees, but will continue to apply to any underlying position.

4.4 If the University seeks to commence negotiations in relation to a written agreement, all relevant Senior Employees will be advised in writing that they are entitled to have representation when negotiating with the University.

5. DEFINITIONS

In this Agreement, unless a contrary meaning is specified, the following definitions apply.

5.A DEFINITIONS – ALL STAFF

**Academic Unit** means Faculty, School, Institute, Centre or other organisational unit.

**Casual employee** means an employee engaged and paid by the hour.

**Chairperson as agreed** means a Chairperson as agreed between the Director, Human Resources Service Centre, or nominee, and the NTEU (ECU Branch).
**Completed years of services** for the purpose of payment of redundancy, means the continuous completed years of service at the University up to and including the date of notice of termination where there has not been a break in service of more than ten (10) consecutive working days.

**Consultation** refers to a process in which affected parties and, if they so choose, their representatives to the process, exchange views and information (except confidential information or commercially sensitive information relating to the employer, unless the recipient of such information gives an enforceable undertaking not to disclose the information to any other person) relevant to the decision but where the final decision is that of the University.

**Continuous service** includes any period during which an employee is absent on approved paid leave. Continuous service does not include any period, exceeding ten (10) working days on each occasion, during which an employee is absent on any unpaid leave, unless otherwise determined by the University. Absence on unpaid leave does not constitute a break in service with the University.

Continuous service includes continuous service with other recognised Australian universities only for the purpose of transfer of entitlements for unpaid pro-rata long service leave, accumulated sick leave, retirement and superannuation benefits, provided:

a. the period between the effective date of resignation from the previous employer and the commencement with the University does not exceed ten (10) working days; and

b. the employee applies for recognition of prior service at the time of commencing employment with the University; and

c. funding for the transferred entitlements is received from, or the University has a reciprocal arrangement with, the previous employer.

**Day** means from midnight to midnight.

**Disciplinary Action** means any action to discipline an employee for unsatisfactory performance or misconduct/serious misconduct.

**Employee Representative** means a person or organisation nominated by an employee or group of employees, if they so choose, to act on their behalf. An employee representative cannot be a person who is currently a practising solicitor or barrister except for those employed by a registered employee association.

**Employer Representative** means a person or organisation nominated by the employer to act on their behalf. An employer representative cannot be a person who is currently a practising solicitor or barrister except for those employed by a registered employer association.

**Family member** means:
a. an immediate relative by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward of the state, grandparent, foster-grandparent, step-grandparent and in-law relative); or

b. a person who stands in a bona fide domestic or household relationship with the employee including situations in which there is implied some dependency or support role for the employee, including same gender relationships; or

c. a person who, due to cultural or religious beliefs is considered a member of the employee’s family.

**Fixed-term employee** means an employee engaged for a specified term or ascertainable period, for which the letter of appointment will specify the starting and finishing dates of that employment (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specified task or project, upon the occurrence of which the term of employment shall expire).

**Head of Work Unit** means Executive Dean, Dean, CFO/CIO, Head of School or Director of a Faculty, Institute, Centre or other organisational unit or an employee delegated the authority to act on the matter at hand.

**Intensive teaching** means any form of teaching whereby a unit is taught in a period of time that is less than a normal semester (e.g. Summer session).

**Joint Staff Consultative Committee (JSCC)** means a committee composed of representatives whose objectives and terms of reference are defined in Clause 73 – Staff Representation and Consultation.

**Metropolitan Area** means the metropolitan area as determined by the Government of Western Australia.

**Misconduct** means conduct that is not serious misconduct, but that is nonetheless conduct that is unsatisfactory.

**NTEU** means the National Tertiary Education Industry Union.

**Ongoing employee** means an employee other than a fixed-term or casual employee who may be employed on a full or part-time basis.

**Parties** mean Edith Cowan University (ECU) and the National Tertiary Education Union (NTEU).

**PHIL days** means, pursuant to Clause 64 – Public Holiday and the Essential Student Services Period, one (1) of five (5) days usually during the annual Essential Student Services Period taken in lieu of the three (3) Western Australian public holidays (Labour Day, Foundation Day and the Queen’s Birthday).

**Probationary period** means the period stated within the employment contract during which the employee’s initial performance and suitability for the position are assessed.
Serious misconduct means:

a. serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of an employee’s duties or to an employee’s colleague(s) carrying out their duties;

b. serious dereliction of the duties required of an employee’s office;

c. conviction by a court of an offence that constitutes a serious impediment to the carrying out of an employee’s duties or to an employee’s colleague carrying out their duties.

Spouse includes a de facto spouse and same gender partner.

Tribunal means, as the context requires, the Federal Court or the Fair Work Commission (FWC).

Union means the National Tertiary Education Union (NTEU).

University means Edith Cowan University (ECU).

Vice-Chancellor means the person appointed to be the Vice-Chancellor of the University, or nominee.

Work Unit means Faculty, School, Centre or Institute.

5.B DEFINITIONS – PROFESSIONAL STAFF ONLY

Full-time employee means an ongoing or fixed-term employee who regularly works no less than 37.5 hours per week.

Ordinary Travelling Time means the time spent by the employee travelling:

a. by public transport once daily from home to the usual workplace and home again; or

b. between departure from home and the official commencement of duty and between the official cessation of duty and arrival at home when using own vehicle; or

c. from home to workplace and home again when authorised and paid an allowance to use their vehicle for official business.

Part-time employee means an ongoing or fixed-term employee whose ordinary hours of work are usually less than those of a full-time employee and who is not a casual employee.
PART B EMPLOYMENT RELATIONSHIP

6.A CONTRACT OF EMPLOYMENT – ALL STAFF

6.1 Instrument of Engagement

6.1.1 Employees may be engaged on an ongoing, fixed-term or casual basis.

6.1.2 Upon engagement, the University will provide the employee with an instrument of appointment which stipulates the type of employment and the industrial instrument of employment, and informs the employee of the terms of the 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 fraction of full-time to be worked;

   b. for a fixed-term employee, the term of the employment;

   c. for casual employees, the duties required, rate of pay and the estimated number of hours required.

6.2 Ongoing Employment

The appointment of an “ongoing” employee as defined in Clause 5 - Definitions shall be subject to the satisfactory completion of a probationary period as specified in Clause 7 – Probation – Professional Staff or Clause 8 Probation – Academic Staff.

6.3 Part-time Employment

6.3.1 Part-time employment means ongoing or fixed-term employment where ordinary hours of work are usually less than those of a full-time employee.

6.3.2 Unless otherwise stated in this Agreement, an employee engaged on a part-time basis shall have the same terms and conditions of employment as a full-time employee, with all entitlements calculated on a pro-rata basis.

6.3.3 Alteration of status from ongoing full-time employment may be made provided that:

   a. the alteration of employment status is agreed between the employee and the University;

   b. the employee’s working hours and any special conditions are negotiated prior to the employee’s appointment to the part-time position and any subsequent changes may only be made by agreement between the employee and the University;

   c. such alteration does not conflict with the staffing needs of the University; and
d. except in the circumstances outlined in Clause 55- Parental and Partner Leave, the employee accepts that there is no automatic right to revert to full-time status, but this may occur if the employee makes a request which is approved by the Vice-Chancellor or succeeds in an application for an advertised full-time position.

6.B  CONTRACT OF EMPLOYMENT – PROFESSIONAL STAFF ONLY

6.4  Ongoing Employees Working Teaching Semesters – Professional Staff Only

6.4.1  An ongoing appointment may be made where the employee is only required to work during the teaching semester.

6.4.2  The employee may elect to have their salary paid:

a. at the full rate over the semester; or

b. over the entire year being annualised on the relevant pro-rata basis. All entitlements of this Agreement shall then be paid on the relevant time fraction.

6.4.3  Periods during the year when the employee is not working shall count as continuous service for the purpose of pro-rata long service leave and sick leave.

6.4.4  The titles of all such positions shall be advised to all staff via a link on the website and to the JSCC on an annual basis.

6.5  Casual Employment

6.5.1  Casual Employment – Professional Staff Only

6.5.1.1  Casual employment means employment by the hour and paid on an hourly basis.

6.5.1.2  Casual employees employed within the Joondalup and/or the Mt Lawley Recreation Centre shall be paid in accordance with Schedule 4 Part 1 – Recreation Centres Joondalup and Mount Lawley.

6.5.1.3  Casual employees employed at the Survey Research Centre and Vario Institute shall be paid in accordance with Schedule 4 Part 2 – Survey Research Centres and Vario Institute.

6.5.1.4  Casual employees not covered by 6.5.1.2 shall be paid a 25% loading in lieu of all paid leave and public holidays in addition to the ordinary rate of pay for their job.
6.C CONTRACT OF EMPLOYMENT – ACADEMIC STAFF ONLY

6.5.2 Casual Employment – Academic Staff Only

6.5.2.1 All casual employees shall be employed in accordance with the descriptors contained in Schedule 1 Part 3 – Academic Casual Employees.

6.5.2.2 Where appropriate the University will provide casual employees with:

a. Introductory academic skills and induction programs. Employees who attend formal programs shall be paid for each hour of attendance at the standard marking rate as set out in Schedule 1 Part 3. b) Marking (Academic) subclause 1.4.

b. Support such as access to a room, telephone, photocopying, e-mail or other reasonable resources required to carry out their duties.

6.5.2.3 Unit Coordination by an Academic Casual Employee

a. In genuine exceptional circumstances, a casual employee may be issued with a written direction from the Head of School to be a unit coordinator.

b. In such circumstances, the Head of School will confirm in writing, the co-coordinator’s role requirements including student contact times, time required to be on campus and any other coordination duties to be undertaken.

c. In such circumstances the employee will have reasonable access to adequate office space, access to telephone, photocopying, e-mail and such other reasonable resources required to carry out the function.

d. An additional payment of two (2) hours per week at the Normal Tutorial rate (A5) in Schedule 1, Part 3, shall be paid to a casual employee appointed to be a unit coordinator during semester time. Unit Coordinators will also be appointed for an additional two (2) weeks prior to and two (2) weeks after semester time.

6.5.2.4 Maintaining the proportion of fixed-term and continuing staff to casual staff

a. The parties agree that in each year of this Agreement the University will use its best endeavours to ensure that the total full time equivalent (FTE) number of casual academic staff of the University will not increase as a proportion of the total FTE number of academic staff employed on fixed term or ongoing contracts.

b. The source of the data for assessing compliance with this clause will be the Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education (DIICCSRTE) or succeeding Agency statistics as supplied
by ECU. The JS CC will be supplied with initial DICCSTRE figures to be used as a comparison for future reports and discussions.

c. The University will provide annual figures to the JS CC for the purpose of discussing any changes and consulting on any actions agreed to.

6.D FIXED-TERM APPOINTMENTS – ALL STAFF

6.6 Fixed-Term Appointment

6.6.1 “Fixed-term employment” means employment for a specified term or ascertainable period, for which the letter of appointment shall specify the starting and finishing dates of that employment, (or in lieu of a finishing date, shall specify the circumstance(s) or contingency relating to a specified task or project, upon the occurrence of which the term of employment shall expire).

When a contract expires through the effluxion of time it shall not be construed as a termination of the employee’s contract at the University’s initiative.

6.6.2 In circumstances where the work is no longer required before the expiry of the contract and the employee’s employment is terminated, the salary for the remainder of the contract will be paid out or a redundancy payment of six (6) month’s pay, whichever is the greater.

6.6.3 The use of “fixed-term employment” shall 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. Specified task or project

“Specified task or project” shall mean a definable work activity which has a commencement date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall 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.

Period of Contract

A contract can have a term of up to five (5) years.

b. Research Employee

“Research Employee” means an employee primarily engaged in research. An academic employee engaged under this provision may spend up to four (4) hours per week on teaching in his/ her area of expertise together with the administrative duties associated with such teaching.
Period of Contract

A contract can have a term of up to five (5) years.

c. Replacement Employee

“Replacement Employee” means an employee engaged for a definable period for the purpose of replacing an employee on leave or seconded to duties away from his/her usual area of employment.

A subsequent contract can be offered only where the period of leave or secondment has been extended or the employee is replacing a different employee to the initial replacement.

Period of Contract

A contract can have a term of up to three (3) years.

d. Recent Professional Practice

“Recent Professional Practice” means relevant professional experience gained twelve (12) months or less prior to the commencement of the first contract.

Such contracts can be offered only where there is a genuine curriculum requirement for a person who has recent practical, commercial or industry experience.

Where a joint appointment is made with an industry body or organisation a part-time appointment may be made. In such circumstances the employee shall be required to maintain employment within the industry for the duration of the contract.

Period of Contract

Consecutive contracts can have a total term of up to three (3) years.

e. Pre-retirement contract

Where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed-term contract expiring on the relevant retirement date may, by mutual agreement between the employee and the University, be adopted as the appropriate type of employment.

Period of Contract

A contract can have a term of up to three (3) years.
f. **Student**

Where a person is enrolled as an honours or postgraduate student at the University, a fixed-term contract may be adopted as the appropriate type of employment provided that:

i. the period of employment does not extend beyond 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;

ii. the employment is on work within the student’s Academic Unit or an associated Academic Unit and is work generally related to a degree that the student is undertaking within his or her Academic Unit; and

iii. an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

**Period of Contract**

A contract can have a term of up to one (1) year.

g. **Innovation or Reorganisation**

Where the University or some portion of the University is undergoing or is about to undergo major organisational change or where a new course is being developed and implemented, a fixed-term contract can be used.

**Period of Contract**

A contract can have a term of up to two (2) years.

h. **Fill a vacancy on a temporary basis**

An employee may be employed on a fixed-term basis to replace an employee who has ceased employment, where the position is pending advertisement and appointment, or for a new position.

Fixed-term employment under this category must be at the same level as the position pending advertisement.

**Period of Contract**

A contract can have a term of up to one (1) year, with a subsequent contract of up to one (1) year.
i. **Senior Appointments**

The University may appoint employees to senior leadership and senior administrative positions as identified in Clause 4 – Senior Employees and other senior positions as agreed between the University and the Union.

*Period of Contract*

A contract can have a term of up to five (5) years.

j. **New Organisational Area**

“New Organisational Area” shall mean a group of not less than three positions established in relation to a new discipline or sub-discipline of academic work not previously offered, or another new academic function organised either in a new geographic location outside Perth or organised distinctly from existing Academic Units and not created from the merger or division of or movement of work from an existing Academic Unit(s).

*Period of Contract*

A contract can have a term of up to three (3) years prior to or from the establishment of any such area. Should the position or substantially the same position occupied by the employee continue beyond the maximum contract period (three years) the employee shall, subject to satisfactory performance, be offered ongoing employment in that position (or in another agreed position) at the conclusion of the contract period.

Should a position not be offered, upon request by the employee the University will make reasonable attempts to identify other employment opportunities within the University.

Where a fixed-term employee employed in this circumstance is not offered further employment, he or she will receive on cessation of employment four (4) weeks’ severance pay for employment up to two (2) years and six (6) weeks’ severance pay for employment between two and three years inclusive. This payment will replace any entitlement to severance pay elsewhere in this clause.

k. **Workload Peak Period – Professional Staff Only**

A Professional Staff employee may be employed on a fixed-term contract to fill a peak workload demand.

*Period of Contract*

A contract can have a term of up to six (6) months. Any extension to this time shall be by mutual agreement between the parties.
I. **Head of School**

Where a person is appointed to perform the duties of Head of School and that position is filled by an external recruitment, a contract for a period not exceeding five (5) years will apply, which may be renewed once for a period of up to three (3) years.

m. **Half Cohort**

Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments due to the half cohort that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, Fixed-term Appointments may be used for up to three (3) years. Appointments to this category of fixed term employment can only be made between the date of certification of this Agreement and 30 June 2016. If at the end of any contract the work is deemed to be ongoing, consideration will be given to the employee being converted to continuing employment.

h. **Convertible Fixed-Term Employment – Academic Staff Only**

i. A convertible fixed-term appointment at Level A or Level B may be advertised to and offered to casual employees on the basis that the employment is convertible from fixed-term to ongoing prior to the expiration of the contract.

ii. A convertible fixed-term appointment will normally be for a period of three (3) years and will not be for a period of less than one (1) year. Such a position may be full-time or part-time but such an appointment shall involve a mix of duties broadly consistent with those by custom and practice assigned to academics in the relevant classification and Academic Unit.

iii. Conversion from fixed-term to ongoing employment will be determined by a selection committee similar in composition to the original appointment selection committee.

iv. The committee will determine whether an employee on a convertible fixed-term contract is converted to ongoing employment based on:

   a. the availability of ongoing work; and

   b. the performance of the employee since appointment.

v. The University will appoint a minimum of three (3) convertible fixed-term employment contracts per year and will report annually to the JSCC on the use of this contract type.
6.E CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

6.6.4 Continuing (Contingent Funded) Employment

6.6.4.1 A fixed-term employee appointed to a position funded by contingent funding for a period of three (3) years or more, and who is to be appointed to at least their second consecutive contract, shall be eligible to be employed on a continuing (contingent funded) contract of employment in accordance with this provision.

6.6.4.2 “Contingent Funding” is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

6.6.4.3 Notwithstanding the above, a fixed-term employee may be appointed, at the discretion of the Head of Work Unit to Continuing (Contingent Funded) employment using internal funds, where:

a. the use of internal funding is for a limited period; and

b. the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available: and

c. the alternative would be the separation of the employee from their position with the University.

6.6.4.4 The following provisions do not apply to staff on continuing (contingent funded) contracts:

a. where funding for continuation of a continuing (contingent funded) position ceases, the consultation provisions of Clause 23-Management of Change in respect of the contingent position that employee occupies.

b. For Professional Staff - Clause 18 Termination of Employment – Professional Staff (excluding subclause 18.2.1.a – Termination of Employment for continuing (contingent funded) employees, which does apply) or Clause 24 - Redundancy and Redeployment, including payments that apply to staff employed on an ongoing contract of employment.

For Academic Staff - Clause 19 Termination of Employment - Academic Staff (excluding subclause 19.3 – Termination of Employment for continuing (contingent funded) employees, which does apply) or Clause 25 – Redundancy Provisions including payments that apply to staff employed on an ongoing contract of employment.
c. Provisions covering staff employed on fixed-term employment or employment schemes as specified elsewhere under this agreement.

6.6.4.5 Where the funding that supports an employee’s continuing (contingent funded) employment ceases:

a. the University may transfer the employee to another equivalent position;

b. if, during the notice period in either subclause 18.2.1.a - Notice Period (Professional Staff) or subclause 19.3 - Notice Period (Academic Staff), the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;

c. if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the employee is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement, payment of leave may be delayed for nine (9) weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance maybe delayed for nine (9) weeks to facilitate continuation of service, but will be paid on termination if it is agreed the employee is not likely to be offered further employment by the University; and

d. at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment in subclause 6.6.8.i Table 2 will be made to the employee.

6.6.4.6 It is not the intention of this clause that the conditions of employment of an employee be worse than had they been employed on a fixed-term position subject to contingent funding. That is, an employee employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of an employee on a continuing (contingent funded) employment contract unless:

a. the contingent funding that supports the position ceases or is insufficient; or

b. the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
c. termination is under the probation or misconduct/ serious misconduct provisions of this Agreement or is for unsatisfactory performance.

6.6.4.7 If an employee’s employment is terminated under subclause 6.6.4.6 a. or b. above, and the employee is eligible under this Agreement, the employee will be provided notice and severance payments under either subclause 18.2.1.a (Professional Staff) or subclause 19.3 (Academic Staff) and 6.6.8. Table 2.

6.F EXPIRY OF FIXED-TERM CONTRACTS

6.6.5 Expiry of Fixed-term Contracts

The University shall provide to a fixed-term employee written notice that at the expiry of the contract the University intends to:

a. continue the position on a fixed-term basis; or
b. continue the position on an ongoing basis; or
c. discontinue the position.

6.6.6 Where the University has made a determination in accordance with subclause 6.6.5.a or subclause 6.6.5.b above, the incumbent will be offered further employment in the position provided:

a. the incumbent was employed in the relevant position through a competitive and open selection process and;

b. the incumbent’s performance in the role has matched expectations set and adopted during their employment and has been assessed as at least satisfactory in accordance with the University’s management for performance system and;

c. the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required and;

d. where a determination is made in accordance with b. above the incumbent has been employed in the role for twelve (12) months or longer.

6.6.7.1 Where the University has made a determination in accordance with 6.6.5.a above and the incumbent has been employed in the role for twelve (12) months or longer and is offered further fixed-term employment under subclause 6.6.6 then the incumbent may be eligible to apply for conversion to continuing employment. The University may refuse conversion on reasonable grounds, which may include but are not limited to any of the following:

a. the employee is:
i. a student of the University;

ii. a genuine retiree;

iii. on a pre-retirement contract;

iv. on a performance based contract;

v. on a secondment (internal or external).

b. the position is:

i. for a specific task or project;

ii. funded by identifiable funding external to the University (which may include research/grant funds but does not include Government operating grants or funding from fees paid by or on behalf of students);

iii. for research work only;

iv. for the purpose of filling a temporary vacancy or replacing an employee on leave or seconded from their usual place of employment;

v. in a new organisational area for up to two (2) years;

vi. meeting a genuine curriculum requirement for recent professional practical or commercial experience;

vii. in an area which is undergoing or about to undergo major organisational change or where a new course is being developed and implemented;

viii. a Senior Employee as defined in clause 4;

ix. Head of School;

x. Half Cohort.

6.6.7.2.i Written notice pursuant to subclause 6.6.5 will be the greater of any contractual entitlement to notice of the University’s intention to renew, or not renew employment or the following notice periods:

<table>
<thead>
<tr>
<th>PERIOD OF CONTINUOUS SERVICE</th>
<th>PERIOD OF NOTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

6.6.7.2.ii In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two (2) years continuous service shall be entitled to an additional week’s notice.
6.6.7.2.iii Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able to give the notice required by this subclause, it shall be sufficient compliance with this subclause if the University:

a. advises those circumstances to the employee in writing at 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.

6.6.8 Severance pay

6.6.8.i Specific Task or Project and Research Only Positions

An employee employed on a fixed-term contract for a specific task or project or research-only function who seeks to continue employment at the University and has not secured comparable alternative employment at the University shall be entitled to severance pay in accordance with Table 1 in the following circumstances:

a. The employee is employed on a second or subsequent contract and the University has made a decision to discontinue the position; or

b. The University has made a decision to continue the position and another person is employed to do the work, because the employee was not employed in the relevant position through a competitive and open selection process or has not performed satisfactorily in that position.

TABLE 1

<table>
<thead>
<tr>
<th>PERIOD OF CONTINUOUS SERVICE</th>
<th>SEVERANCE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 or more years</td>
<td>8 week’s pay</td>
</tr>
</tbody>
</table>

TABLE 2 - CONTINUING CONTINGENT FUNDED POSITIONS

<table>
<thead>
<tr>
<th>PERIOD OF CONTINUOUS SERVICE</th>
<th>SEVERANCE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years but less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years but less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years but less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years but less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>10 or more years</td>
<td>12 week’s pay</td>
</tr>
</tbody>
</table>
6.6.9 Where the University advises an employee in writing that further employment will be offered within eight (8) weeks of the expiry of a period of fixed-term employment, no severance payment will be payable.

6.6.10 Entitlements and calculation of continuous service

a. Subject to Clause 28 Superannuation a fixed-term employee shall be entitled to the same terms and conditions 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 determining service-related benefits which apply to fixed-term employees, breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks shall not constitute breaks in continuous service.

c. Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

6.6.11 An employee whose fixed-term contract commenced under either the Edith Cowan University General Staff Union Collective Agreement 2006 or the Edith Cowan University Academic Staff Union Collective Agreement 2006 and expires under this Agreement shall be entitled to the benefit of any severance payment which would have been payable under sub-clause 8.5.6. Table 2 of that Agreement and in the circumstances prescribed by that Agreement. Provided that severance pay is not payable where the employee is a fixed-term contract employee for any of the purposes related to the nature of the employee or the position as listed in sub-clause 9.7.5 of the Edith Cowan General Staff Union Collective Agreement 2006 or sub-clause 8.5.5 of the Edith Cowan University Academic Staff Union Collective Agreement 2006

7 PROBATION – PROFESSIONAL STAFF ONLY

7.1 The employment of an employee covered by this Agreement shall be subject to probation for a period commensurate to the skill level of the position and shall normally be applied as follows:

a. HEW Levels 1 – 5 3 months
b. HEW Levels 6-9 6 months
c. HEW Level 10 12 months

7.2 In the case of a fixed-term contract employee the probationary period shall be commensurate with the skill level of the position and not greater than one-third of the length of the fixed-term contract, provided that the period shall not exceed the periods as specified in subclause 7.1.

7.3 Where there are concerns about the employee’s performance capacity to fill the requirements of the position, these shall be identified to the employee as soon as the concerns arise and at least one (1) month prior to the end of the probation period. The
7.4 Prior to the expiration of the probationary period the University shall:

a. confirm the appointment if no concerns have arisen or concerns have been addressed; or

b. extend the probationary period by no more than the time of the initial period if concerns identified in 7.3 need more time to be addressed; or

c. give notice to terminate the services of the employee.

7.5 Any subsequent fixed-term contract for similar duties shall not contain a probationary period, provided the break in service does not exceed twelve (12) months and the term of the initial contract exceeds the usual probation period of the subsequent contract.

8. PROBATION – ACADEMIC STAFF ONLY

8.1 The University may require an employee to serve a period of probation that is reasonable having regard to the nature and circumstances of the employment, the employee’s prior service at the University or at other Universities, and the employee’s qualifications and experience, save and except that no period of probation may exceed three (3) years subject to subclause 8.2.c.ii. Employees shall have the right to representation throughout the process.

8.2 Ongoing employees:

a. Where the period of probation is two (2) years or more, there shall be a formal review of the performance after the first twelve (12) months of the probationary period. The employee’s supervisor in accordance with the University Probation Policy shall conduct the review. At the conclusion of the review, the employee shall be advised in writing of the outcome and, if unsatisfactory, any remedial measures to be taken.

Performance reviews will be conducted in conjunction with the Management for Performance system and in accordance with the Probation Policy. Subsequent reviews will be held between twelve (12) and twenty-four (24) months of service. At the conclusion of these reviews, the employee shall be advised in writing of the outcome and, if unsatisfactory, of any remedial measures to be taken.

b. The final review will be held not less than six (6) months prior to the end of the probationary period.

c. After the final review referred to in subclause 8.2.b above, the supervisor will provide a report to the relevant line executive with a copy to the employee. The final review shall determine whether the employee will:

i. be confirmed as an ongoing employee; or
ii. have the probationary period extended for a maximum of twelve (12) months and be subject to a further review, which shall be conducted prior to the end of the extended probationary period, provided that the further review shall determine whether the employee will be offered continuing employment or have the employment terminated with a minimum notice period of three (3) months; or

iii. have their employment terminated with a minimum notice period of three (3) months.

d. The employee shall be advised within one (1) week, in writing, of the line executive’s decision. In the case where an appointment is not supported, the advice will cite the reasons for the decision. Where the decision has been made to terminate an employee’s appointment the employee will be advised of the right of appeal.

8.3 Fixed-term Employees

a. Fixed-term contract employees may have a period of probation that shall not exceed one third of the length of the fixed-term contract, provided further that:

i. the probationary period shall not exceed twelve (12) months subject to clause 8.3.b.iii; and

ii. any subsequent fixed-term contract for similar duties shall not contain a probationary period, provided that the break in service does not exceed twelve (12) months and the term of the initial contract exceeds the usual probation period of the subsequent contract.

b. A performance review will be conducted prior to the employee completing six (6) months of employment. A final review will be held at least three (3) months prior to the end of the probationary period, except for those employees on a one (1) year contract who will be subject to a final review at least one (1) month prior to the end of the probationary period.

The review shall determine whether employees will:

i. be confirmed for the period of the contract; or

ii. have their employment terminated with a minimum notice period of three (3) months; or

iii. have their probationary period extended for a further six (6) months and subject to a further review at the end of the said six (6) months provided such further review shall determine whether the employee shall be confirmed for the period of the contract or have the contract terminated with a minimum notice period of three (3) months.

c. Prior to the expiration of the probationary period supervisors will make a recommendation to the Head of Academic Unit that the appointment be confirmed
or terminated or that the probationary period be extended. A copy will be provided to the employee.

d. The Head of Work Unit will make a recommendation to the relevant line executive with a copy provided to the employee.

e. The employee shall be advised within one (1) week, in writing, of the line executive’s decision. In the case where an appointment is not supported, the advice will cite the reasons for the decision. Where the decision has been made to terminate an employee’s appointment, the employee will be advised of the right of appeal.

All Academic Employees:

8.4 At the conclusion of any review, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee that the employer intends to take into account.

8.5 Where a decision is made to terminate the employee in accordance with the provisions of this clause, the employee shall have a right of appeal to the Academic Staff Appeals Committee.

8.6 Appeal Process

8.6.1 Appeals must be lodged with the Director, Human Resources Services Centre within fourteen (14) days of the date of receipt by the employee of the letter that advises termination of employment.

8.6.2 Appeals against decisions to terminate shall be based only on a breach of procedural fairness or that the decision was made on substantially incorrect information.

8.6.3 On receipt of an appeal the Director, Human Resources shall establish an Academic Staff Appeals Committee which will be comprised of:

- An academic employee chosen by the Director, Human Resources Services Centre,
- An academic employee chosen by the NTEU (ECU Branch),
- A chairperson as agreed.

8.6.4 The Academic Staff Appeals Committee shall determine whether procedures have been followed and whether the decision was made on substantially incorrect information. If the appeal is upheld the reasons will be submitted to the Vice-Chancellor for their consideration.

8.6.5 The Vice-Chancellor will determine the matter and notify the employee in writing of the final decision within seven (7) days of the decision being made. The Vice-Chancellor’s decision is final.
9. **ASPEO and ACADEMIC ROLES – ACADEMIC STAFF ONLY**

9.1 **Academic Staff Performance Expectations and Outcomes Framework (ASPEO)**

The ECU *Academic Staff Performance Expectations and Outcomes Framework* (ASPEO) is a key University document that is designed to provide Academic staff with clarity on performance expectations in the core areas of academic work at ECU:

a. Learning and Teaching;

b. Research and Creativity; and

c. Academic Leadership and Service.

9.2 The Joint Staff Consultative Committee will be consulted on any proposed changes to ASPEO during the life of the Agreement.

9.3 **Academic Roles**

The University recognises that academic employees play diverse roles in the provision of academic services. All academic appointments will be made at levels A-E in accordance with the *Academic Staff Classification Standards* set out in Schedule 2, Part 2, and the Academic Staff Performance Expectations and Outcomes Framework.

9.4 **Types of Academic Roles**

Ongoing and fixed-term Academic Staff will be appointed to one of four Academic roles:

a. Teaching and Research Scholar

b. Research Scholar

c. Teaching Focused

d. Teaching Focused (*Clinical and Professional*)

9.5 **Teaching and Research Scholar**

Expectations of the various levels of the Teaching and Research Scholar role are as described in the *Academic Staff Classification Standards* set out in Schedule 2, Part 2, of this Agreement.

9.6 **Research Scholar**

9.6.1 Without limiting the application of the *Academic Staff Classification Standards* set out in Schedule 2, Part 2, of this Agreement, expectations of the various levels of the Research Scholar role are as follows.

9.6.2 A Research Scholar is expected to make a significant contribution to the research effort of the University. A Research Scholar is expected to have a role that includes mainly research and/or performance/creative duties. A Research Scholar may
engage in some teaching (more associated with post-graduate supervision) but these activities will normally be reduced in quantity, in comparison to a Teaching and Research Scholar, due to their greater concentration on research activities. Research Scholars shall also be required to undertake University service and community and professional service activities.

9.6.3 A Research Scholar may also be expected to, where appropriate, provide leadership for a large research team.

9.6.4 The focus on research and research-related activities will be reflected in the allocation of workload, in expectations in probation, the Management for Performance System and expectations for promotional purposes.

9.6.5 Qualifications for Research Scholars at the various levels shall be the same as for Teaching and Research Scholars.

9.7 Teaching Focused and Teaching Focused (Clinical/Professional)

9.7.1 A Staff member may be appointed to either a teaching focussed role or teaching focussed (clinical/professional) role in accordance with the Academic Staff Classification Standards set out in Schedule 2, Part 2.

9.7.2 A Staff Member on a teaching focussed appointment will be allocated up to a maximum of 75% of available work hours for Teaching delivery and Teaching-related duties, with a maximum of 468 hours of Teaching delivery a year.

9.7.3 A Staff Member on a teaching focussed appointment will normally have a maximum of 36 weeks Teaching delivery per year. However, this may be varied due to alternative teaching arrangements, clinical teaching, practicums and fieldwork. The Workload allocation will provide for a four (4) week Teaching delivery-free period as included in annual work planning (and this should preferably be in a single block or blocks of weeks subject to the core teaching program commitments of each Staff Member).

9.7.4 A Staff Member on a teaching focussed appointment will be allocated a minimum of 25% of available work hours for other academic activities.

9.7.5 Scholarly Teaching Fellows

In each of the years 2014, 2015 and 2016 the University will make a minimum of seven (7) new Teaching-Focused appointments (equivalent to 5% of the casual academic workforce in each year), as ongoing or three year fixed-term positions (where such positions meet the criteria for fixed-term appointment as specified in Clause 6).
Appointees to positions under 9.7.5 will:

- have previously been engaged in casual employment within the university sector but have not held on-going appointments or fixed-term position of greater than one (1) year duration;

- undertake work that would otherwise have been performed by a Casual Academic Staff member;

- will not undertake teaching work previously performed by a staff member who received an Employment Termination Payment in previous three years;

- be appointed at the entry point relevant to their qualifications and they will be eligible to apply for promotion;

- be Teaching Focussed appointments.

9.8 The combined percentage of Academic employees in Teaching Focused and Teaching Focused (Clinical and Professional) roles will not exceed 20% of the full-time-equivalent (FTE) academic workforce employed by the University (excluding Casual Academic Staff).

9.9 An individual Academic employee may apply to be assigned to an alternate role.

10. ACADEMIC WORKLOADS

10.1 There shall be a generic approach to academic workload in the University which requires all Academic Units to develop academic workload measurement and allocation models (“Workload Models”) that have common elements. These models must comply with all provisions in this clause and apply to academic staff as a term of this Agreement.

10.2 Within these workload allocation models some flexibility is permitted to allow for the different needs of Academic Units in the University.

10.3 The process of allocating workload through a “workload model” is one by which intra-academic units’ workload relativities can be established, having regard to the context of the Academic Unit. Workload allocation models will not be used as a measurement tool for the performance of employees.

10.4 Workload allocation models shall reflect the strategic direction of the University, the ECU Academic Staff Performance Expectations and Outcomes Framework (ASPEO) and the operational plans of the Academic Unit, and shall be based on the principles of equity and transparency.

10.5 Workload allocation models will apply only to academic employees working within Academic Units. The maximum teaching delivery hours for these employees are contained at subclause 10.12.
10.6 Workload allocation models shall be developed in consultation with employees from each Academic Unit and must be considered at an Academic Unit meeting.

10.7 While regard should be had to the Academic Unit’s total resources the workload allocation models must be fair and reasonable when compared to each other and to the work required to be done by employees undertaking similar duties within the University.

10.8 For the purposes of workload allocation:
   a. “Teaching delivery” will mean – the delivery of education through activities such as lectures, tutorials, seminars, workshops, demonstrations, laboratory sessions, field trips and practicums, class supervision and other teaching methods that are technology based.
   b. “Teaching-related duties” include activities such as curriculum development, unit coordination, preparation of materials, consultation, assessment and feedback, pedagogical innovation, and training, including training for on-line delivery.

10.9 Workload allocation models shall be comprehensive in scope, and account for all types of academic roles and academic work that are recognised for promotion purposes (ie. Learning and Teaching, Research and Creativity, and Academic Leadership and Service). However the relative weightings given to each of the components may differ.

10.10 Academic workload models shall use percentages to allocate the academic work of each individual academic in the areas of Teaching and Learning, Research and Creativity and Academic Leadership and Service. Allocations will be made in multiples of 10%.

   Teaching and Learning workload encompasses Teaching Delivery and Teaching-related Duties and will be allocated in accordance with clauses 10.11 and 10.12.

   A Full-time Academic employee’s workload will be allocated within a maximum of 1695 hours per annum, however this maximum may vary subject to approved leave. A part-time Academic employee’s workload will be allocated on a proportionate basis.

10.11 Academic workload models will ensure that the workload of each role type is in the following ranges over a twelve (12) month period:
   a. For Teaching and Research staff an allocation to Teaching delivery and Teaching-related duties of between 40-60% of workload with available Research and Scholarship time being between 20% and 40%, except that in special circumstances and by negotiation with the employee the allocated teaching percentage may be between 20% and 40%.
   b. For Teaching Focused and Teaching Focused/ Clinical and Professional staff an allocation to Teaching delivery and Teaching related duties of 75% of their time with the remainder allocated to other academic activities.
10.12 Subject to subclause 10.15 the Workload Models will ensure that the maximum teaching delivery hours per year will be as follows:

<table>
<thead>
<tr>
<th>Teaching and Research</th>
<th>Max. Teaching Delivery Hours</th>
<th>Percentage (%) Teaching and Learning Workload</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>260</td>
<td>40% teaching role</td>
</tr>
<tr>
<td></td>
<td>312</td>
<td>50% teaching role</td>
</tr>
<tr>
<td></td>
<td>364</td>
<td>60% teaching role</td>
</tr>
<tr>
<td>Teaching Focused &amp; Teaching Focused (Clinical and Professional)</td>
<td>468</td>
<td>75% teaching role</td>
</tr>
</tbody>
</table>

10.13 In recognition of the importance of time free from teaching to focus on Research and Scholarship, the Workload models will seek to maximise teaching-free time based on the teaching periods in the discipline, and at a minimum will allow for all Teaching and Research staff and Teaching Focused/Teaching Focused (Clinical and Professional) to have a continuous four (4) week block free from teaching contact and teaching related duties.

10.14 The workload models will also seek to ensure that all Academic staff have four (4) weeks available for Annual Leave in one continuous block.

10.15 Notwithstanding subclause 10.1, in recognition of the special circumstances that apply at the Western Australian Academy of Performing Arts (WAAPA) there will be a special workload model developed in consultation with the academic employees of WAAPA, this model shall not be subject to the teaching limits set in clause 10.12.

10.16 Workload models should be reviewed annually at a meeting of staff in the Academic Unit, but cannot be changed within the year of implementation.

10.17 Staff shall submit their proposed workload allocation to the Head of the Academic Unit or their nominee prior to the beginning of each semester. If the Head of the Academic Unit or their nominee has concerns about the workload allocation of any staff member, they shall meet with the staff member to reach agreement on their workload allocation.

10.18 Prior to the commencement of each semester the Head of each Academic Unit shall publish a document detailing the workload allocation of every employee for the forthcoming semester.

10.19 All workloads allocation models shall be submitted to a University Workload Review Committee on or before the 31st October proceeding the year of proposed implementation. This committee will comprise:

a. University representative
b. a nominee of and from the NTEU (ECU Branch); and
c. a Chairperson as agreed;
who shall assess whether the workload allocation models are fair and equitable and in accordance with the principles specified in this clause.

10.20 The University Workloads Review Committee (WRC) shall as soon as practicable, and in any event no later than the 15 December of each year, report to the Deputy Vice-Chancellor (Academic):

a. specifying those workload allocation models that satisfy the general principles and are recommended for approval.

b. specifying those workload allocation models, if any, which do not satisfy the general principles and recommending that they be:
   i. amended in the manner identified; or
   ii. returned to the Academic Unit for resubmission; or
   iii. endorsed for a lesser period of time.

c. identifying matters of concern, if any, arising out of its consideration of the workload models.

10.21 Workload allocation models previously approved by the Deputy Vice-Chancellor (Academic) do not need to be resubmitted to the University Workloads Review Committee until such time as they are amended by the Academic Unit.

10.22 Any employee with a concern about their workload may have this reviewed in the following manner, subject to the caveat that this procedure does not replace other grievance rights set out in Clause 71 - Grievance Resolution Procedures:

a. The employee is to advise the Head of the Academic Unit of their dissatisfaction with the workload allocation and seek resolution.

b. If no resolution is achieved between the employee and the Head of the Academic Unit, then the matter is to be referred to the relevant Executive Dean/Dean for determination.

c. If still no resolution is achieved, then the matter is to be referred to the University Workloads Review Committee for assessment and recommendation.

d. The WRC will recommend to the Deputy Vice-Chancellor (Academic) an appropriate course of action to resolve the employee’s concerns.
11. **FLEXIBLE TEACHING DELIVERY – ACADEMIC STAFF ONLY**

11.1 All aspects of Clause 10 – Academic Workloads apply to Flexible Teaching Delivery.

11.2 The University is engaged in flexible teaching activities and these include flexibilities in:

   a. time (e.g., standard, non-standard and summer semesters and periods of intensive teaching);
   b. place (e.g., on-campus, teaching centres and offshore locations);
   c. mode of delivery (e.g., face-to-face, distance and on-line delivery).

11.3 Flexible teaching delivery policies shall address such issues as the impact of flexible delivery on:

   a. workloads;
   b. recognition, reward and remuneration;
   c. equity;
   d. professional development; and
   e. resources.

11.4 Pending the development of policies referred to in subclause 11.3 an employee involved in summer sessions shall take their annual recreation leave at a time mutually convenient to the employee and Academic Unit concerned. A further credit of five (5) days leave on full pay, or other agreed benefit, will be granted to the employee in view of the additional work undertaken.

12. **WORKING OFFSHORE – ACADEMIC STAFF ONLY**

12.1 For the purposes of this clause, “offshore employment” shall mean employment requiring an employee to work outside Western Australia for a continuous period of time not longer than twenty-eight (28) days.

12.2 An employee shall at all times have the right not to undertake offshore employment if this is not a major requirement of their contract of employment.

12.3 If an employee agrees to undertake offshore employment then such employment shall, by agreement between the employee and their Head of Academic Unit, be either part of the employee’s normal workload or additional to such workload, and if the latter, then the employee shall be entitled to receive such remuneration as shall be determined by the employer and employee.

12.4 Prior to departure an employee undertaking offshore employment shall be given a written agreement specifying the duties to be undertaken, the remuneration to be received (if any), and such other matters as it would be reasonable to include.
12.5 The University shall maintain access for an employee to current information in relation to offshore work. Prior to undertaking any offshore employment duties, an employee shall make every effort to access information provided by the University and other sources, which is relevant to the country they will be working in. This information may include but is not limited to:

a. medical advice and, if appropriate, medical examinations and vaccinations;

b. current political conditions;

c. travel safety recommendations; and

d. insurance coverage.

12.6 The University shall provide an employee with advice regarding:

a. the departure and return dates and period of such offshore employment;

b. the specific location of such work;

c. the nature and quality of any accommodation that is to be provided.

12.7 An employee shall have the right to withdraw with reasonable notice from offshore employment without disadvantage should they have reasonable concerns regarding their personal safety or the political environment.

12.8 The University will make every reasonable effort to ensure that an employee’s conditions of offshore employment are reasonable having regard to the conditions of the country in which the duties are to be performed.

12.9 The University will pay for all necessary travel expenses, insurances, including providing travel insurance, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for an employee undertaking offshore employment in accordance with the University Travel Policy. An employee shall have the responsibility for seeking such financial assistance.

12.10 The selection of an employee for offshore work will be through an open and transparent process, taking into consideration the specialist nature of the expertise that is required for the particular project.

12.11 Before an employee undertakes offshore employment, Heads of Academic Units shall ensure that:

a. alternative arrangements have been made for the teaching of all units affected by such arrangements;

b. no employee shall be compelled to undertake extra duties while another employee is offshore; and
c. an employee who agrees to undertake extra duties shall be remunerated for same or have such duties acknowledged in their workloads.

13. ON-LINE TEACHING – ACADEMIC STAFF ONLY

13.1 On-line teaching at the University shall be conducted in accordance with the following principles:

a. Initial and ongoing training will be made available to employees in the use of the relevant technology, models and pedagogy and the application of policies required in the preparation and maintenance of online programs.

b. Online teaching activities shall be reflected in the workload allocation models used to determine employees’ activities.

c. Academic Units shall ensure that employees are provided with reasonable preparation and delivery time when the on-line teaching course is being offered for the first time or being substantially amended.

13.2 Adequate resources and technical support on the construction and development of material shall be provided so an employee can fulfil their on-line teaching responsibilities.

13.3 All employees required to undertake on-line teaching shall be made aware of the University Intellectual Property Policy and any relevant intellectual property.

14. PERFORMANCE OF DUTIES – ACADEMIC STAFF ONLY

14.1 The Vice-Chancellor may direct an employee to carry out such duties as are reasonable and within the limits of the employee’s skill, competence and training.

14.2 Duties of academic employees shall be guided by the Edith Cowan University Academic Classification Standards, as outlined in Schedule 2, Part 2.
PART C INDIGENOUS MATTERS

15. Indigenous Matters

15.1 University wide employment strategy

15.1.1 The University will take active measures over the life of the Agreement to achieve the target for employment of Indigenous Staff Members, of 2% of the total head count of the University by 2015, as contained in the ECU Indigenous Employment Strategy 2012-2015 and ECU Reconciliation Action Plan (RAP) 2012-2015. On the 2012 figure for ECU of 1832 employees this would result in an indicative target of thirty-six (36).

15.1.2 In dealing with the implementation of the ECU Indigenous Employment Strategy 2012-2015 and ECU Reconciliation Action Plan (RAP) 2012-2015, the University will respect and give consideration to the cultural, social and religious systems practiced by Aboriginal & Torres Strait Islander peoples, recognise Aboriginal & Torres Strait Islander knowledge as a contribution to other bodies of knowledge, and acknowledge the scholarship that Aboriginal & Torres Strait Islander employees bring to the University. In implementing the strategy, the University will actively promote and recognise Aboriginal and Torres Strait Islander cultural practices and identity, and the diversity of such.

15.1.3 The University acknowledges that participation of Aboriginal and Torres Strait Islander employees in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people as employees.

15.1.4 The University is committed to ensuring that employees are supported by institutional policies and procedures aimed at eliminating racism in the workplace, and promoting a culturally responsive and responsible University.

15.2 Senior Employee Responsible for Indigenous Issues

15.2.1 The University will continue to allocate responsibility for Indigenous issues to a senior employee. This position will be responsible for overseeing the provision of advice to the University on all aspects of the Aboriginal & Torres Strait Islander higher education and employment strategies.

15.3 Indigenous Employment (Development and Implementation) Committee

15.3.1 The parties are committed to increasing the employment of Indigenous Australians at the University and will work co-operatively through the Indigenous Employment (Development and Implementation) Sub-Committee of the Equity Committee to achieve this aim.

The Sub-Committee shall comprise:

(a) As Chair of the Committee, the senior employee responsible for Indigenous matters;
(b) A senior employee nominated by the Equity Committee;

(c) The Head of the Academic Unit – Kurongkurl Katitjin;

(d) Two Aboriginal or Torres Strait Islander employees elected by the Indigenous employees of the University;

(e) The indigenous employment co-ordinator;

(f) A nominee of the NTEU ECU Branch; and

(g) The Manager, HR Client Services,

or their nominees.

15.4 Indigenous Employment Co-ordinator

15.4.1 The University shall appoint an indigenous employment co-ordinator as an identified Indigenous position.

15.4.2 The indigenous employment co-ordinator shall be an essential participant in the development, implementation and monitoring of the ECU Indigenous Employment Strategy 2012-2015 and ECU Reconciliation Action Plan (RAP) 2012-2015.

15.5 University leadership

15.5.1 The University will document and promote positive practices with respect to issues relevant to the ECU Indigenous Employment Strategy 2012-2015 and ECU Reconciliation Action Plan (RAP) 2012-2015 which address;

(a) The classifications of positions and mode of employment occupied by Aboriginal and Torres Strait Islander employees as compared with positions occupied by non-Aboriginal and Torres Strait Islander employees; and

(b) Retention and promotion of Indigenous employees; and

(c) A review, at least annually of the numbers of Aboriginal and Torres Strait Islander employees, in order to assess progress and develop further measures to give effect to the ECU Indigenous Employment Strategy 2012-2015 and ECU Reconciliation Action Plan (RAP) 2012-2015.

15.5.2 The University will report on Indigenous employment matters to the JSCC annually.

15.6 Indigenous Language Allowance

15.6.1 An employee who is required by the University to use an Indigenous language in the course of their employment shall be paid an allowance of:

a. Level 1 - $1583 per annum
Level 1 is an elementary level. This is for employees who are required to and capable of using minimal knowledge of language for the purpose of simple communication.

b. Level 2 - $3168 per annum

Level 2 represents a level of ability for the ordinary purposes of general businesses, conversation, reading and writing.

15.6.2 Indigenous language shall mean a recognised proficiency in any one of the Aboriginal or Torres Strait languages. Note: the language allowances are based on the Aboriginal Communities and Organisations (Western Australia) Award 2001 (Transitional) AT814193 (Federal).
PART D  CEASING EMPLOYMENT

16.  END OF CAREER ARRANGEMENTS

16.1 The University is committed to providing a range of strategic initiatives which allow staffing flexibility and enables employees to accommodate their differing circumstances as they near the end of their careers with the University, including the arrangements prescribed in subclauses 16.2 to 16.11 of this clause.

16.2 A full-time or part-time (of at least 50% of full-time employee equivalent) ongoing employee may voluntarily seek to convert to a fixed-term contract part-time appointment of at least 50% for a period of between one (1) to three (3) years, as a transitional arrangement prior to retiring from the University. The part-time appointment need not be limited to a full-year appointment. Alternatively, a full-time employee may elect to have a full-time appointment converted to a part-year appointment (e.g. six (6) months full-time work in each twelve (12) month period would equate to 50% employment).

16.3 The University will continue to pay the employer contribution at the full-time rate over the period of the fixed-term contract to maintain the employee’s superannuation benefit.

16.4 The employee may elect to continue paying pre-tax employee superannuation contributions over the fixed period.

16.5 Long service leave and annual recreation leave entitlements will accrue on a part-time basis as at the commencement date of the fixed-term appointment. At the end of the fixed-term appointment, all entitlements will be paid pro-rata to reflect total equivalent full-time years of service.

16.6 An employee may defer the taking of all or part of their long service leave entitlement upon entering into an arrangement under this clause.

16.7 Employees are expected to work over the normal range of duties for their classification during the period of part-time work. Duties should be agreed as part of the fixed-term contract prior to the commencement of the part-time appointment.

16.8 Prior to approval of any application, the University shall inform the employee of the consequences of accepting an end of career contractual arrangement. The employee is responsible for seeking suitable independent advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.

16.9 Approval will be subject to:

a. the provisions being incorporated as a variation to their current contract of employment (in the case of contract employees, this clause will not authorise an extension beyond their current contract period);
b. the employee signing the contract, which commits the employee to ceasing their employment with the University at the completion, or prior to the completion, of the stated period of part-time employment;

c. cost savings for the Academic Unit; and

d. the endorsement of the Executive Dean, Dean or Director.

16.10 The University reserves the right not to approve an application.

16.11 The University recommends that an employee seeking to enter such an arrangement obtain financial advice regarding the impact of the arrangement on the employee’s superannuation entitlement.

17. MEDICAL FITNESS AND TERMINATION ON THE GROUNDS OF ILL HEALTH

17.1 These provisions do not override or displace any relevant workers’ compensation legislation or schemes, nor an employee’s right to apply to a superannuation fund for ill health, retirement or temporary disability benefits.

17.2 Where an employee’s capacity to perform their duties is in doubt, the Vice-Chancellor may require, on written notice of no less than one (1) month, the employee to undergo a medical examination.

17.3 The cost of the medical examination shall be borne by the University. A copy of the report shall be made available to the Vice-Chancellor and the employee.

17.4 Where an employee, prior to the expiry of the notice period under subclause 17.2 of this clause applies to the superannuation fund for ill-health retirement or temporary disability benefit, the requirement for a medical examination under subclause 17.2 shall lapse and no further action under this clause shall be taken by the Vice-Chancellor subject to:

17.4.1 Where the superannuation fund:

a. determines an employee is ineligible; or

b. decides that an employee, following a period of receipt of temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision;

the Vice-Chancellor may proceed under this clause without further recourse to the provisions of subclause 17.4 of this clause.

17.4.2 Where the Superannuation fund accepts the application for ill health retirement, the employment with the University will cease when the employee has exhausted all accrued sick leave.

17.5 Within ten (10) working days of the medical report being made available the employee, or where they so choose the employee representative, may request that the findings of the
report are confirmed by a medical practitioner agreed between the University and the employee.

17.6 In assessing whether or not an employee is unable to perform their duties, the medical practitioner shall use, as far as possible, the same standards used by the relevant superannuation scheme in determining qualification for payment of a disability benefit.

**Professional Staff Only**

17.7 Should the medical report state that the employee is unfit for normal duties the University, in the first instance, shall attempt to provide the employee with suitable alternative duties at the equivalent classification and salary or at a classification and salary level agreed between the University and the employee.

17.8 The University may, with three (3) months’ notice, terminate the employment of the employee if the findings of the medical report state that the employee:

(a) is unable to resume the duties to be undertaken as part of his or her position within a period of no less than twelve (12) months;
(b) is unfit for normal duties and the University is unable to find suitable alternative duties; or
(c) has become permanently unable to carry out the duties of the appointment due to mental or physical incapacity.

**Academic Staff Only**

17.9 If the medical examination reveals that an employee is unable to perform their full duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice-Chancellor may terminate the employment in accordance with the notice prescribed in the employee’s contract or, where no notice is specified, a period of six (6) months’.

17.10 The Vice-Chancellor may construe an employee’s failure to comply with the provisions of subclause 17.2 within three (3) months as prima facie evidence that a medical examination would have found the employee unable to perform their duties and be unlikely to resume them within twelve (12) months and act accordingly. The refusal to undertake a medical examination shall not constitute misconduct or lead to a greater penalty or loss of entitlement than would have resulted from an adverse medical report.

18. **TERMINATION OF EMPLOYMENT – PROFESSIONAL STAFF ONLY**

18.1 All decisions to terminate the employment of a professional staff employee must be in accordance with this clause.

18.2 Grounds for Termination of a professional staff employee are:

a. Through operational requirements leading to redundancy in accordance with the provisions of Clause 23 - Management of Change and Clause 24 - Redundancy
Provisions, except that fixed-term appointments cannot be terminated for reasons of redundancy; or

b. As a result of serious misconduct in accordance with Clause 38 - Disciplinary Action for Misconduct/Serious Misconduct, and in accordance with the definition of serious misconduct set out in Clause 5 Definitions; or

c. Due to incapacity on medical grounds in accordance with the provisions of Clause 17 – Medical Fitness and Termination on the Grounds of Ill-Health; or

d. Due to unsatisfactory performance in accordance with the University’s Unsatisfactory Performance Policy; or

e. During or at the end of a probationary period in accordance with the provisions of Clause 7 - Probation.

18.3 Notice periods apply to all professional staff except those whose contract end due to effluxion of time, employees employed pursuant to a Continuing (Contingent Funded) Employment contract or whose employment is terminated due to any reason provided at subclause 18.2

18.4 Notice of Termination by University

18.4.1 Notice of termination:

a. Notice of Termination of Employment for Continuing (Contingent Funded) employees shall be four (4) weeks' written notice.

b. Subject to subclause 18.4.1.a the University shall give an ongoing employee the greater of four (4) weeks’ written notice, or the notice period stipulated in the employment contract. Notwithstanding the foregoing, the period of notice shall be at least five (5) weeks if, at the time of termination, the employee
  i. is over 45 years old; and
  ii. has completed at least two (2) years of continuous service with the University.

18.4.2 The University may provide compensation in lieu of notice as per the following:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
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<tr>
<td>Not more than 1 year</td>
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<td>More than 1 year but not more than 3 years</td>
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<td>More than 3 years but not more than 5 years</td>
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<td>At least 4 weeks</td>
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18.4.3 If the University terminates the employee on the grounds of serious misconduct the required notice periods shall not apply.
18.4.4 If the employee fails to work for the duration of his or her notice period, the employee shall forfeit an equivalent period of salary, unless agreed otherwise by the University and the employee.

18.4.5 The employment of a casual employee may be terminated by the giving of not less than one (1) hour’s notice.

19. TERMINATION OF EMPLOYMENT – ACADEMIC STAFF ONLY

19.1 All decisions to terminate the employment of an academic employee must be in accordance with this clause.

19.2 Grounds for termination of an academic employee are:
   a. Through operational requirements leading to redundancy in accordance with the provisions of Clause 23 - Management of Change and 25 - Redundancy Provisions, except that fixed-term appointments cannot be terminated for reasons of redundancy; or
   b. As a result of serious misconduct in accordance with Clause 37 - Disciplinary Action for Misconduct/Serious Misconduct, and in accordance with the definition of serious misconduct set out in Clause 5 - Definitions; or
   c. Due to incapacity on medical grounds in accordance with the provisions of Clause 17 – Medical Fitness & Termination on Grounds of Ill-health; or
   d. As a result of unsatisfactory performance in accordance with the provisions of Clause 36 - Disciplinary Action for Unsatisfactory Performance; or
   e. During or at the end of a probationary period in accordance with the provisions of Clause 8 -Probation.

Notice of Termination of Employment

19.3 Notice of Termination of Employment for Continuing (Contingent Funded) employees shall be four (4) weeks’ written notice.

19.4 Other than as is provided in Clause 8- Probation and Clause 36- Disciplinary Action for Unsatisfactory Performance, where employment is terminated in accordance with Clause 19.2, the University shall give six (6) months’ written notice, or the notice period stipulated in the employment contract, whichever is the greater, to terminate an employee’s employment.

19.5 The University may provide compensation in lieu of the required notice period.

19.6 Where the University terminates employment of an employee on the grounds of serious misconduct the required notice period shall not apply.

19.7 The employment of a casual employee may be terminated by the giving of not less than one (1) hour’s notice.
20. **RESIGNATION BY EMPLOYEE**

**PROFESSIONAL STAFF ONLY**

20.1 An employee shall give four (4) weeks’ written notice of resignation from the University, unless a lesser period of notice is agreed between the employee and the University.

20.2 Where an employee fails to provide the required or agreed amount of written notice, the employee shall forfeit the payment equal to the required or agreed amount of salary in lieu of that notice.

**ACADEMIC STAFF ONLY**

20.3 An employee shall give six (6) months’ written notice of their intention to resign from the University, unless a lesser period of notice is mutually agreed.

20.4 Resignation by an employee shall normally coincide with the conclusion of a teaching session or semester.

21. **RECOVERY OF OUTSTANDING DEBTS**

21.1 Notwithstanding any other provisions of this Agreement, the University may recover from an employee during the course of their employment or at the date of termination of employment any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the employee.

21.2 Prior to instigating the recovery of any monies the employee shall be provided with written notice of the:

   a. reason for the alleged overpayment;

   b. amount to be recovered;

   c. the respective pay dates for any deduction; and

   d. a verified calculation advice outlining the components of the outstanding debt.

   The amount to be deducted shall be formally agreed between the University and the employee.

21.3 If no agreement on the amount to be deducted can be reached within 30 days, the University may determine a reasonable schedule of deductions.

21.4 The employee shall have the right to review, comment or reply to the written notice.

21.5 As far as is practicable, the outstanding debt should be repaid within the period of the income tax year.

21.6 The University can recover all outstanding debts from the employee's final payment.
PART E MANAGEMENT OF CHANGE: REDEPLOYMENT AND REDUNDANCY

22. JOB SECURITY

22.1 The University affirms that it highly values its employees and sees that, in the current environment, maintaining appropriate employee levels is essential to the operations of the University in providing quality services to its students and stakeholders.

22.2 A strategic objective of the University is to increase its student numbers and revenue and the University acknowledges the role that all employees play in helping to achieve these objectives. In turn, the University aims to offer employees a stable work environment including job security.

22.3 It is recognised that the University is a dynamic organisation, which needs to appraise its strategies and operations continually to ensure that it is meeting its overall objectives consistent with the University’s strategic plan.

22.4 The University aims to provide the greatest possible degree of job security to all employees. Widespread redundancies and involuntary redundancies should be avoided if at all possible.

23. MANAGEMENT OF CHANGE

23.1 The implementation of workplace reform requires the involvement of stakeholders, who shall endeavour to adopt a cooperative approach to the management of change.

23.2 There are two (2) types of change provided for in this Agreement, ‘Significant Change’ and ‘Minor Change’.

23.3 ‘Significant Change’ is defined as change which will result in any of the following; redundancy(s); changes to the composition, operation or size of the Work Unit’s workforce; the elimination of job and/or promotion opportunities; loss of continuing employment; outsourcing of functions; transfer of business; introducing significant technological or structural change; substantial changes to workloads and job restructuring.

23.4 ‘Minor change’ is defined as change that is not significant (as defined in subclause 23.3).

23.5 If the University proposes to make minor change it will:

a. formally notify affected employees and the NTEU (ECU Branch) about the proposed changes,

b. provide employees and the NTEU (ECU Branch) with a period of at least two (2) weeks to comment on these proposals, and

c. give prompt consideration to all matters raised by the employees and the NTEU (ECU Branch), and

d. if it is identified that a more intensive consultative process is required, undertake a consultation process as set out in subclause 23.6.
23.6 If the University proposes to make significant change it will:
   a. formally notify affected employees and the NTEU (ECU Branch) about the proposed changes, and
   b. call a meeting of all affected employees and the NTEU (ECU Branch) to be held a minimum of one (1) week after the notification is provided, and
   c. provide employees and the NTEU (ECU Branch) with a period of at least two (2) weeks to comment on these proposals, and
   d. call a further meeting of all affected employees and the NTEU (ECU Branch) to be held a minimum of two (2) weeks after the first meeting, and
   e. give prompt consideration to the matters raised by employees and NTEU (ECU Branch).

23.7 All employees likely to be affected by any change shall have the opportunity to discuss the change with the University and to comment on the proposal documentation, process and rationale for change.

23.8 Where changes are likely to lead to positions becoming redundant, the redundancy provisions of this Agreement shall apply.

23.9 The University, employees, employee representatives and the NTEU (ECU Branch) shall not unreasonably frustrate the process.

23.10 These processes can be varied by agreement between the University and the NTEU (ECU Branch).

24. REDUNDANCY AND REDEPLOYMENT – PROFESSIONAL STAFF ONLY

24.1 Objective and Commitment

The University is committed to ensuring that, where a position becomes redundant, the management of the process occurs:

   a. in a dignified manner;
   b. following transparent and streamlined processes;
   c. in a manner consistent with the application of the principles of natural justice and equity;
   d. in a manner consistent with the University’s open and consultative approach to managing change as outlined in Clause 23 – Management of Change; and
   e. in a manner to minimise job losses through a four (4) stage process comprising the following:
      i. Minimising the effects of change;
ii. Voluntary Retrenchment;

iii. Job-search Period; and

iv. Involuntary Retrenchment.

24.2 Definitions

**Decision-making Period** means the period of four (4) weeks commencing on the day on which the University invites its employees to express an interest in:

a. accepting an offer of voluntary redundancy; or

b. seeking further redeployment opportunities to a suitable alternative position within the University.

**Job-search Period** means a period of three (3) months commencing on the day after the four (4) week decision making period ceases.

**Redundant** means a situation where, in the University’s opinion, a position an employee ordinarily fills no longer needs to be performed.

**Retrenchment** means the termination of an employee’s employment by reason of redundancy.

**Suitable alternative position** means a position:

a. at the same level as the employee’s substantive position;

b. for which the remuneration payable to the employee is not significantly less than the remuneration payable for the employee’s substantive position;

c. within reasonable commuting distance (ie. between metropolitan campuses);

d. for which the employee meets the selection criteria and is capable of satisfactorily performing the duties, whether or not further training is necessary to acquire the skills required, and whether or not the duties are usually performed by the employee; and includes

e. any position not meeting the above criteria as might be agreed between an employee and the University.

**Weekly salary** means the ordinary rate of pay, plus relevant allowances that the employee receives as part of his or her normal weekly salary.

24.3 Application and Implementation

a. These provisions shall apply to the University’s consideration of any change that would have, or is likely to have a significant effect on an employee and may lead to a position being made redundant.

b. These provisions do not apply to an employee:
24.4 Process

24.4.1 Minimising the Effects of Redundancy

Where the University identifies positions that are or may become redundant, the following steps shall be followed:

a. The University shall advise in writing all employees who work in the affected Work Unit and the Union of the:

   i. number and classification of the positions likely to be abolished because they are redundant;
   
   ii. reasons for abolishing the positions; and
   
   iii. the number of employees who are likely to be affected as a result of abolishing the redundant positions.

b. At this stage, where positions are likely to be made redundant, the employee(s) potentially affected by the change shall be provided with access to:

   i. outplacement services;
   
   ii. reasonable paid time off to attend job interviews; and
   
   iii. time to undertake other job search related matters as agreed between the employee and supervisor.

c. To minimise the effect of the redundancy, as soon as is reasonably practicable the University shall meet with the employees affected in the Work Units, and Union to discuss, and where possible seek to implement, one of the following items:

   i. redeployment to a suitable alternative position as defined in subclause 24.2 of this clause;
   
   ii. voluntary early retirement;
   
   iii. voluntary conversion to part-time work;
   
   iv. transfer to another campus within the metropolitan area;
v. retraining;

vi. pre-retirement contract; or

vii. secondment.

d. The appointment of an employee redeployed to a suitable alternative position (as opposed to electing or applying for an alternative position) shall be reviewed within a period of three (3) months. During this period, the employee or University may bring the appointment to an end, at which time the employee receives a retrenchment payment as prescribed in sub-clause 24.6 of this clause.

24.4.2 Voluntary Retrenchment

a. When the University has identified the positions to be made redundant and alternatives identified in 24.4.1 of this clause have been exhausted, the employees shall be invited to express an interest in being selected for voluntary retrenchment.

b. The Head of the Work Unit shall consult with affected employees and, where requested, their representatives and the Union to establish a transparent and open process to determine the selection process by which employees are to be voluntarily retrenched as a result of positions being made redundant.

c. The University may, at its discretion, select or refuse to select for voluntary retrenchment, any employee who has expressed an interest in being selected.

d. An employee who wishes to express their interest in being selected for voluntary retrenchment must do so within the Decision-making Period.

e. The employment of an employee who has expressed an interest in being selected for voluntary retrenchment and who the University has agreed to retrench, shall terminate immediately or as agreed between the University and the employee. An employee who is selected for retrenchment, after having expressed an interest in being so selected, is not entitled to a Job-search Period.

f. The University shall provide, in addition to the retrenchment payment set out in subclause 24.6, the following benefits to any employee who is retrenched in accordance with subclause 24.4.2.e:

i. payment of remuneration for the unused portion of the Decision-making Period; and

ii. a training voucher to the value of $2500.00 or payment of $2500.00 at the employee’s choice.
24.4.3 Job-search Period

a. Following the expiration of the Decision-making Period, and where the employee has not accepted the offer of voluntary retrenchment, the employee shall be subject to a Job-search Period.

b. The employee shall be provided with written confirmation of the date of commencement of the Job-search Period.

c. During the Job-search Period, the University and employee shall endeavour to find a suitable alternative position for the employee to be redeployed to.

d. During the Job-search Period the employee shall be entitled to at least an average of fifteen (15) hours per week free from duties to actively seek work and/or undergo training. They will consult with their supervisor to arrange the times when their job search and/or retraining will occur.

e. During the Job-search Period the University may:

   i. at its discretion and cost, select and require the employee to attend appropriate internal or external training programs;

   ii. at its discretion, agree to provide an employee with paid time off to attend an internal or external training program selected by the employee; and/or

   iii. require an employee to work in an alternative position or perform any tasks for which the employee is appropriately trained and can safely perform:

      A. where the tasks undertaken attract a higher rate of pay than the rate of pay the employee is receiving during the Job-search Period, the employee shall be paid at the higher rate for the period of time during which those more highly remunerated tasks are undertaken.

      B. where the tasks undertaken attract a lower rate of pay than the rate of pay the employee is receiving during the Job-search Period, the University shall maintain the employee’s salary at the higher rate of pay.

f. During the Job-search Period, an employee may have access to vocational training courses up to the value of $2500.00. Such courses are subject to the approval by the Head of the Work Unit.

g. Except where provided for elsewhere in this clause, the University shall pay the employee the weekly salary applicable to the employee’s substantive position during any time the employee is employed by the University during the Job-search period.
h. The University shall continue to pay a Higher Duties Allowance to an employee during the Job-search Period who has continuously occupied a higher position for at least twelve (12) months immediately preceding their position being declared redundant.

i. The maintenance of all other allowances is at the University’s discretion.

j. Unless otherwise agreed between the University and the employee, the University shall not, except for unsatisfactory performance or misconduct/serious misconduct, retrench the employee until the Job-search Period is completed.

In the case of such an agreement between the University and employee, the employee shall be paid in lieu of the unused portion of the Job-search Period.

k. The University shall mitigate the redundancy by actively informing the employee of job opportunities that arise within the University and other Western Australian universities.

l. An employee, during the Job-search Period, may request to work supernumerary adjacent to another position to develop his or her skills. Agreement must be made with the Head of the Work Unit of the alternate position. Such a request cannot be unreasonably refused.

Where an employee works supernumerary adjacent to another position, the employee shall be continued to be paid at the rate of pay applicable to the employee’s substantive position.

m. The duration of the Job-search Period shall be extended by two (2) weeks in the case of an employee whose Job-search Period coincides with the University’s Essential Student Services Period.

n. The University can extend the Job-search Period.

24.4.4 Involuntary Retrenchment

a. If the University and the employee have been unable to identify and secure a position deemed to be a suitable alternative position for the employee during the Job-search Period, the University shall retrench the employee with effect from the expiry of the Job-search Period.

b. The University shall, if the employee wishes, meet with the employee to discuss any actions the University could take to reduce any hardship suffered by the employee as a consequence of the involuntary retrenchment.
c. Within the Job-search Period, the University shall give four (4) weeks written notice of retrenchment to the employee, or five (5) weeks written notice where the employee is over 45 years of age at the time of retrenchment and who has completed at least two (2) years of continuous service with the University.

d. If upon completion of the Job-search Period an employee has not been able to access vocational training as per subclause 24.4.3.f the employee may apply to the Head of the Work Unit for payment of all or part of a vocational course designed to improve their employment opportunities. Such training shall not exceed a total of $2500.

24.5 Substituted Redundancy

24.5.1 Subject to taxation implications, where an employee, whose position is identified as redundant, is able to carry out the duties and responsibilities of an equivalent position which has not been identified as redundant, the occupant of the equivalent position may be retrenched in place of the employee whose position has been made redundant, subject to:

a. agreement with the employee filling the equivalent position; and

b. agreement between the Head of the Work Unit in which the equivalent position is held and the Head of the Work Unit in which the position is being made redundant.

24.5.2 Where approval is given for this to occur the retrenchment payment contained at subclause 24.6 shall apply to the employee who has elected to resign.

24.6 Retrenchment Payment

24.6.1 An employee who is retrenched because of redundancy shall be paid a lump sum payment comprising:

a. the employee’s accrued and pro-rata annual recreation leave at the date of retrenchment;

b. the employee’s accrued and pro-rata long service leave entitlements accrued to the date of retrenchment (provided a minimum of one (1) years’ service has been completed at the date of retrenchment for calculation of long service leave);

c. pro-rata leave loading;

d. payment of four (4) weeks pay in lieu of notice, or five (5) weeks pay in lieu of notice where an employee is over 45 years of age at the time of retrenchment and who has completed at least two (2) years of continuous service with the University; and
e. three (3) weeks’ salary for each completed year of service for the first ten (10) years and two (2) weeks’ salary for each completed year of service for all subsequent years, to a maximum of seventy (70) weeks.

24.6.2 The University shall not be liable to pay a Retrenchment Payment to an employee who obtains a suitable alternative position before the end of the Job-search Period or who refuses an offer of a position, which is deemed a suitable alternative position.

24.6.3 An employee who has converted from a:
   a. full-time appointment to a part-time appointment; or
   b. part-time appointment to a full-time appointment

shall receive retrenchment payment based on the average fraction of the appointments over the period of continuous service.

24.7 Employee Obligations

An employee who is affected or who may be affected by a redundancy or retrenchment decision shall:

a. participate constructively and cooperatively with the University in:
   i. any consultation discussions sought by the University in relation to redundancies under consideration;
   ii. selection processes associated with retrenchments; and/or
   iii. application and selection processes associated with obtaining a suitable alternative position.

b. accept an offer of suitable alternative position, or a temporary placement during the Job-search Period at any metropolitan location except in circumstances where it would be unreasonable to accept an offer.

c. perform all tasks and duties allocated to the employee by the University to the best of the employee’s ability.

24.8 Re-employment of Retrenched Employees

An employee who receives a redundancy payment under this clause is not eligible to be re-employed by the University for a minimum period equivalent to the retrenchment payment received by the employee, subject to taxation rulings.
25. **REDUNDANCY PROVISIONS – ACADEMIC STAFF ONLY**

25.1 Where the University has decided to terminate the employment of one or more employees for economic, technological, structural or legislative reasons, including but not limited to:

   a. a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
   
   b. a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
   
   c. financial exigencies within an Academic Unit; or
   
   d. changes in technology or work methods,

   the Vice-Chancellor shall first inform the affected employee(s) concerned and the NTEU (ECU Branch).

25.2 Information provided under subclause 25.1 shall include:

   a. terminations and the reasons for them;
   
   b. the number and categories of employees likely to be affected; and
   
   c. the time when, or the period over which, the University intends to carry out the terminations.

25.3 As soon as practicable after making the decision, the University shall consider:

   a. measures to avert or minimise any terminations; and
   
   b. measures to reduce the adverse effects of the termination(s).

25.4 The measures referred to in subclause 25.3 may include:

   a. redeployment to a suitable alternative position;
   
   b. voluntary early retirement;
   
   c. voluntary conversion to part-time employment;
   
   d. transfer to another campus within the metropolitan area;
   
   e. retraining;
   
   f. pre-retirement contract;
   
   g. secondment; or
   
   h. offers of an early separation package in accordance with subclause 25.3.
25.5 For the purpose of this clause, suitable alternative employment means employment within the University that provides the employee with a position which:

a. is ongoing;

b. has a salary not less than that of the employee’s previous position, or for which salary maintenance is provided indefinitely or for a defined period;

c. has ordinary hours of duty similar to those worked by the employee in their previous position, unless otherwise agreed to by the employee;

d. in the opinion of the University is commensurate with the employee’s skills and competencies; and

e. is within a reasonable distance of their existing location.

25.6 Where an employee does not accept redeployment to a suitable alternative position, the employee shall not receive termination payment outlined in subclause 25.23.

Transition Period

25.7 Irrespective of measures which may be agreed under subclause 25.4 an employee shall be invited at that time to apply to the Vice-Chancellor within eight (8) weeks to take early separation.

25.8 The employee shall advise the University whether he or she wishes to:

a. elect to take early separation;

b. apply to the Vice-Chancellor for a review of the decision to declare the position redundant;

c. seek redeployment within the University.

25.9 Within seven (7) days of receiving an application for early separation, the Vice-Chancellor shall either notify the employee that the application has been accepted or that no further action will be taken to terminate the employment of the employee with respect to the change process.

25.10 During the Transition Period an employee who has been advised that their position has or may become redundant under subclause 25.2 shall have access to:

a. suitable outplacement support;

b. suitable time without loss of pay to attend job search activities;

c. where agreed by the University, a program of retraining.

Reasonable travel and other expenses associated with these activities shall be paid by the University.
Review

25.11 An employee who has been advised that their position has been made redundant may apply to the Vice-Chancellor within ten (10) working days of such advice for a review of that decision. The employee shall indicate the basis upon which a review is sought.

25.12 The Vice-Chancellor shall immediately refer any application to a Review Committee comprised of:
   a. an academic employee nominated by the Vice-Chancellor;
   b. an academic employee nominated by and from the NTEU (ECU Branch); and
   c. a Chairperson as agreed.

25.13 The Committee must be convened within seven (7) working days of the application being referred to the Vice-Chancellor and should complete its deliberations within ten (10) working days.

25.14 The Committee shall consider:
   a. whether a genuine decision was taken by the University that a position or positions should not be filled or that there was a number of employees in a category who were surplus to the requirements of the University;
   b. whether genuine and objective criteria were used to select employees to be identified as surplus to the requirements of the University; and
   c. whether genuine and adequate consultation was entered into and whether adequate consideration was given to measures to avert or reduce the adverse effects of the termination.

25.15 The Committee shall:
   a. provide an opportunity for the employee to be interviewed by it;
   b. interview any person it thinks fit to establish the merits or facts of the particular case;
   c. conduct all interviews in the presence of the employee and if requested the employee’s representative and the Vice-Chancellor or their representative;
   d. allow the employee and the Vice-Chancellor each to be assisted or represented by an agent of their choice if they so choose;
   e. conduct proceedings as expeditiously as possible consistent with the need for fairness;
   f. conduct proceedings ‘in camera’ (unless the Committee determines otherwise) and as a committee of inquiry;
g. take into account such further material as it believes appropriate to the case;

h. ensure that the employee and/or where they so choose, their employee representative, and the Vice-Chancellor or their representative have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence;

i. make its report available to the Vice-Chancellor and the employee as soon as reasonably possible.

25.16 If the Committee decides that fair process was not observed it shall report this to the Vice-Chancellor, specifically identifying what failures of process had taken place.

25.17 If the Vice-Chancellor receives a report that due process was not observed, he or she shall reconsider their decision in light of the Committee report but may first take steps to remedy the situation. In reconsidering their decision the Vice-Chancellor shall consider measures to avert or minimise the terminations and the effects of the terminations.

25.18 The Vice-Chancellor’s decision shall be final, provided that the jurisdiction of any court or tribunal competent to deal with this matter is not excluded.

Entitlement Period

25.19 An employee who has been notified that their position has been made redundant shall be entitled to be paid upon termination salary in accordance with the following formula:

<table>
<thead>
<tr>
<th>Age</th>
<th>Entitlement Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 and over</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40-44</td>
<td>20 weeks</td>
</tr>
<tr>
<td>39 and under</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

25.20 An employee may apply to work all or part of that entitlement period. Where an employee works for part only of the entitlement period he/she will receive, on retrenchment, payment for the balance of the entitlement period not worked.

25.21 The University may advise the employee, prior to or during the entitlement period, that there are no suitable duties for the employee to undertake. Should this occur the employee shall receive payment in lieu of the entitlement period.

Retrenchment

25.22 The Vice-Chancellor may formally advise in writing any employee given notice under subclause 25.2 who has not elected to pursue early separation or who has not received a decision through the review process that their position has not been made redundant, that their employment is terminated and that he or she shall be retrenched.
Termination Payments

25.23 An employee who negotiates an early separation or who is retrenched will receive on termination of employment the following payments:

a. payment in lieu of any unexpired period of the eight (8) week transition period;

b. payment in lieu of any unexpired period of the entitlement period;

c. payment of severance on the basis of three (3) weeks’ salary for each year of service for the first ten (10) years and two (2) weeks per year of service for subsequent years of service;

d. payment on a pro-rata basis for long service leave;

e. payment of any recreation leave and any pro-rata leave loading:

provided that the total possible payment from paragraphs (b) and (c) of this subclause combined, shall not exceed seventy (70) weeks’ payment.

All payments shall be calculated on the employee’s salary at the date of cessation of employment. An employee who has converted from full-time to part-time employment will receive payment based on the full-time salary for service up to the conversion to part-time employment and payment from then on will be based on the part-time salary or the remaining period.
PART F  REMUNERATION

26.  SALARIES

26.1 Salary Scales

The rates set out in Column A Schedule 1 – Salary Scales provide for the rates applicable as
at date of lodgement.

The rates set out in Column B of Schedule 1 – Salary Scales provide for payment of a 4% increase from the first full pay period on or after the 30th June, 2013.

The rates set out in Column C of Schedule 1 – Salary Scales provide for payment of a 4% increase from the first full pay period on or after the 30th June, 2014.

The rates set out in Column D of Schedule 1 – Salary Scales provide for payment of a 4% increase from the first full pay period on or after the 30th June, 2015.

The rates set out in Column E of Schedule 1 – Salary Scales provide for payment of a 4% increase from the first full pay period on or after the 30th June, 2016.

26.2 Salaries (including allowances) shall be paid fortnightly by direct electronic transfer to the credit of an account nominated by the employee at an Australian based bank, building society or credit union. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the Vice-Chancellor and the individual, payment may be made by cheque.

26.3 Notwithstanding the above, no employee shall be paid a rate less than that which, but for the operation of this Agreement, would be payable under this Agreement, unless the employee is paid in accordance with Clause 27- Salary Packaging

27.  SALARY PACKAGING

27.1 Notwithstanding the salary rates prescribed in Schedule 1 – Salaries and Rates, employees, other than casual employees, may elect to have their salaries salary packaged to benefits up to a total of 100% of gross salary.

27.2 Casuals may elect to have their salaries salary packaged to superannuation benefits up to a total of 100% of gross salary.

27.3 Salary packaging arrangements shall be in accordance with University policy.

27.4 Salary packaging arrangements shall operate at no cost to the University.

27.5 If legislative or other changes result in a cost to the University arising from the arrangements from this clause, the University may elect to discontinue the arrangements or alter the benefits offered unless employees agree to pay the additional costs.
28. **SUPERANNUATION**

28.1 Subject to Schedule 4, Part 1 - Joondalup and Mt Lawley Recreation Centres and Part 2 - Survey Research Centre and Vario Institute, the University shall, from the date of lodgement of this agreement, provide superannuation to its employees on the following basis:

a. Subject to (b) below, employer contributions for all staff shall be made to UniSuper, in accordance with the following:

i. An employer contribution of 17% shall be made in respect of continuing staff on a 50% or more service fraction, and fixed-term contract staff on a 50% or more service fraction and who are continuously employed for two years or more.

ii. An employer contribution of 9% (or the Superannuation Guarantee Charge whichever is the greater) shall be made in respect of casual staff, fixed-term contract staff who do not meet the threshold in (i) above, and continuing staff on less than a 50% service fraction.

b. The University may exercise its options under UniSuper’s flexibility quota in respect of 5% of staff in superannuable classifications with regard to the employer contribution and fund for the receipt of the applicable contribution in accordance with UniSuper’s rules and arrangements.

28.2 Existing arrangements and contributions will be maintained for current staff whose employment predates the introduction of SSAU at the University and who elected to remain in other funds.

29. **DEFERRED SALARY SCHEME**

29.1 An employee is eligible to apply to the Head of the Work Unit to work within the parameters of the deferred salary scheme. This involves completing four (4) years service paid at 80% of salary normally followed by one (1) year’s leave also paid at 80% of salary.

If, during the four (4) year qualifying period, the employee changes classification then the payment for the fifth year’s leave shall be at an average of the classifications worked.

29.2 The period of leave taken in accordance with this clause shall not constitute a break in service and shall count as service for all purposes. However, the leave shall not count as service for salary increments.

29.3 An employee may withdraw in writing from this scheme prior to completing the required four (4) year period of service, in which case a lump sum payment of salary foregone to that time shall be made. The employee shall not be entitled to an equivalent absence from duty.

29.4 The following breaks in service will not be considered withdrawal from the scheme, but they shall be deemed to be non-participatory periods:

a. secondments where the outside organisation pays;
b. leave without pay;
c. sick leave without pay greater than three (3) months; and
d. parental leave.

29.5 Periods of non-participatory service will delay the commencement of the leave year by the length of that non-participatory period.

29.6 Employees shall be paid their normal salary during non-participatory periods for which the employee would ordinarily receive pay.

29.7 Periods deemed to be participatory include:

a. approved leave while in receipt of Workers Compensation;
b. sick leave without pay less than or equal to three (3) months with the salary adjusted accordingly in the final year (year’s leave);
c. Long service leave;
d. sick leave with pay; and
e. annual recreation leave.

29.8 An employee may not work for the University during the period of one (1) year’s leave.

29.9 The implementation of this clause is conditional upon the approval of the Australian Taxation Office.

30. INCREMENTAL PROGRESSION

30.1 Eligibility for incremental progression for Academic and Professional Staff, and progression to higher HEW levels in the case of split level positions for Professional Staff, shall be based on the satisfactory performance of duty by the employee.

30.2 The date of incremental adjustment of salaries shall be:

a. the anniversary of the appointment of a employee (all staff); or
b. the anniversary of the appointment of an employee to a vacant position at a higher HEW Level (Professional Staff); or
c. the anniversary of the reclassification of an employee’s position to a higher HEW Level (Professional Staff); or
d. the anniversary of the date of promotion (Academic Staff); or
e. an alternative date agreed between the employee and the University (all staff).
30.3 The supervisor shall review performance of duties with the employee no later than one (1) month before an increment is due.

30.4 Following the review, the supervisor shall submit an increment report to the Head of Work Unit recommending either the payment or deferral of the increment, and signed by the employee if in agreement.

30.5 Where no report is submitted before the increment date the increment shall proceed automatically.

30.6 Where deferral of the increment is recommended, the supervisor shall:
   a. identify in writing the reasons for deferment;
   b. identify the steps required to improve the performance of the employee;
   c. advise the employee member of their right to reply; and
   d. advise the employee of their right to have the matter reviewed by the Vice-Chancellor.

30.7 A review request made pursuant to subclause 30.6.d must be received by the Human Resources Services Centre no later than ten (10) working days from the employee being advised of the deferral of the increment.

30.8 The decision to defer an increment shall be reviewed within an initial period not exceeding:
   a. three (3) months (Professional Staff);
   b. six (6) months (Academic Staff).

30.9 Where a decision to defer an increment is overturned the employee’s increment date shall be backdated to the employee’s anniversary date.

30.10 Following the review period referred to at subclause 30.8 the University shall review the decision to defer the annual increment and provide the employee with an opportunity to document areas of improved performance.

30.11 Where a deferred annual increment is subsequently approved, the payment date shall be effective from the date of approval to proceed to the next increment. Thereafter, the annual increment shall remain as the original anniversary date.

30.12 Where the review of the decision to defer an increment determines that an employee should not receive an annual increment, such an increment shall not be paid for the year. Thereafter, the annual increment shall remain as the original anniversary date.
31. **TRAINEEs AND APPRENTICES – PROFESSIONAL STAFF ONLY**

31.1 Employees engaged as trainees or apprentices are in addition to the University’s core staffing numbers.

31.2 Apprentices

Apprentices directly employed by the University shall be paid a percentage of first increment of HEW Level 3 rate of pay provided in Schedule 1 - Salaries and Rates as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>42%</td>
<td>First Year</td>
<td>75%</td>
</tr>
<tr>
<td>Second Year</td>
<td>55%</td>
<td>Second Year</td>
<td>81%</td>
</tr>
<tr>
<td>Third Year</td>
<td>75%</td>
<td>Third Year</td>
<td>85%</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>88%</td>
<td>Fourth Year</td>
<td>89%</td>
</tr>
</tbody>
</table>

31.3 Trainees

Notwithstanding the rates of pay provided within Schedule 1 – Salaries and Rates, nothing shall prevent the University from employing a person under a Traineeship Agreement registered with the Western Australian Department of Training or equivalent.

32. **SUPPORTED WAGE EMPLOYEES - PROFESSIONAL STAFF ONLY**

32.1 Supported wage employees, engaged under the Supported Wage Scheme in existence at the date of lodgement of this Agreement, shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following:

<table>
<thead>
<tr>
<th>Assessed Capacity</th>
<th>% of prescribed Agreement rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
</tr>
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<td>30</td>
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<tr>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

Provided that the minimum amount payable shall be not less than $76 per week.

32.2 Arrangements for Supported Wage Employees shall be consistent with University Policy.
33. **CLASSIFICATION – PROFESSIONAL STAFF ONLY**

33.1 Professional staff positions shall be classified in accordance Schedule 2, Part 1 - *Professional Staff Classification Structure*. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.

33.2 The University will have a Reclassification Review Committee.

33.3 The Reclassification Review Committee shall consist of:

a. one nominee of the Director Human Resource Services, who shall be an employee of the University (with proxies);

b. one nominee of the NTEU (ECU Branch), who shall be a Professional Staff employee of the University (with proxies); and

c. a chairperson as agreed.

33.4 No person shall serve on the Reclassification Review Committee unless he or she has received relevant training in relation to reclassification matters.

33.5 The Reclassification Review Committee shall meet four times per year at regular intervals from February to November.

33.6 An employee's reclassification application shall be submitted by the employee or the supervisor to the Human Resources Services Centre (HRSC) for assessment which may include HAY evaluation. A full reclassification report including recommendations will be compiled by the HRSC.

33.7 Where applications for reclassification have resulted in a recommendation by HRSC that the position be reclassified, the date of operation will be the first pay period after the date on which the application for reclassification was made, unless the HRSC determines that an earlier date is appropriate.

33.8 Where an employee's application for reclassification is unsuccessful, a re-assessment of the position (other than by an appeal) shall not occur for at least twelve (12) months, (from the date classification action commenced), unless:

a. there is a significant change in the duties of the position, as agreed between the supervisor and the incumbent; or

b. the University initiates such a review.

33.9 Where the classification of a position is downgraded, it shall not adversely affect the salary or salary range applicable to the employee. The employee and the supervisor shall be provided with written reasons for the decision.

33.10 Where a decision is taken not to approve the application for reclassification, the employee and the supervisor shall be provided with written reasons for the decision.
33.11 An employee whose reclassification application was unsuccessful may lodge an appeal with the Reclassification Review Committee stating the grounds on which the appeal is based. The appeal must be lodged within fourteen (14) days of receiving notification of the decision of the HRSC.

33.12 The Reclassification Review Committee shall consider the appeal, taking into account the original reclassification determination, and shall make a decision within fourteen (14) days of the Committee meeting.

33.13 The Reclassification Review Committee’s decision shall be final except to the extent that any court or tribunal can determine the matter.

33.14 Any determination made under subclause 34.11 shall be effective from the pay period following the date of receipt of the reclassification application.

33.15 The University shall retain the right to determine:

a. the title or classification of any new or vacant position;

b. the title or organisational structure for any current position or groups of positions; and

c. the criteria for appointment or promotion to any position or groups of positions.

33.16 Equity and Work Value

a. Any assessment of work value is to be approached on a gender-neutral basis and in the absence of assumptions based on gender.

b. Changes to pay and conditions may be applied for by an employee or groups of employees in a work area on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.

c. An application for changes to pay and conditions made on the basis that the relevant employee(s) believe the work to be undervalued on a gender basis must specifically detail the reasons for that belief and provide supporting evidence.

d. Remedies that may be applied by the University to address undervaluation on a gender basis may include one or more of the following approaches: reclassification of work; the establishment of career path; changes to incremental scales; or reassessments of definitions to ensure proper descriptions of work.

34. SALARY STRUCTURE - PROFESSIONAL STAFF ONLY

34.1 The HEW Level (1-10) salary and classification structure shown at Schedule 2, Part 1 – Professional Staff Classification Structure shall apply. This structure:

a. is consistent with the salary structure applying to the period of operation in Schedule 1, Part I – Professional Staff Salary Scales, and
b. is inclusive of allowances other than those provided for in this Agreement.

34.2 The following terms and conditions apply to HEW Level 10 positions:

a. the salary payable shall be as agreed between the University and the appointee but shall be not less than that prescribed for HEW Level 10 from time to time;

b. future economic based increases shall be applied; and

c. conditions of employment as expressed in this Agreement shall apply.

34.3 The descriptors at Schedule 2 Part 1 – Professional Staff Classification Structure shall by the University’s primary classification system.

34.4 The Hay job evaluation methodology shall be the University’s secondary classification system.

35. HIGHER DUTIES ALLOWANCE – PROFESSIONAL STAFF ONLY

35.1 An employee who is required by the University to act in a higher classified position for a period of five (5) consecutive working days or more shall be paid a Higher Duties Allowance, equal to a percentage difference between the employee’s salary and the minimum of the salary of the higher position, as follows:

<table>
<thead>
<tr>
<th>Higher Duties Period</th>
<th>Allowance (% difference)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 working days</td>
<td>25%</td>
</tr>
<tr>
<td>6 to 10 working days</td>
<td>50%</td>
</tr>
<tr>
<td>11 to 15 working days</td>
<td>75%</td>
</tr>
<tr>
<td>16 working days or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

35.2 An employee may, at the University’s discretion, be paid 100% of the higher duties allowance from the commencement of higher duties.

35.3 The allowance shall be increased using the incremental range of the higher position, where such a range exists:

a. If the employee acts in a higher position for twelve (12) consecutive months; or

b. If the employee acts in a higher position for a total of twelve (12) months over a period of eighteen consecutive months.

35.4 An employee in receipt of a higher duties allowance who proceeds on leave for four (4) weeks or less shall continue to receive the allowance, provided that:

a. the employee returns to the acting position for a minimum of four (4) weeks following the period of leave; and

b. the acting position remains vacant during the period of leave.
PART G   DISCIPLINARY ACTION

36. DISCIPLINARY ACTION FOR UNSATISFACTORY PERFORMANCE – ACADEMIC STAFF ONLY

36.1 Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor shall first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected. Performance issues for staff on probation will be dealt with in accordance with Clause 8-Probation.

36.2 The supervisor may direct the employee to undertake any reasonable action, including participation in professional development activities in order to reach the desired standard of performance.

36.3 A record of the counsel given shall be kept and a copy supplied to the employee concerned.

36.4 Where a supervisor believes that that counselling has not produced the desired improvements in performance, the supervisor shall make a formal report to the Vice-Chancellor that the performance of an employee is unsatisfactory. The report shall clearly state the aspects of performance seen as unsatisfactory and a record of the attempts to remedy the problem(s).

36.5 The supervisor shall provide the employee with a copy of the report at the time it is submitted. The employee shall be entitled to ten (10) working days to submit to the Vice-Chancellor a written response to the supervisor’s report.

36.6 The Vice-Chancellor shall satisfy himself or herself that all reasonable steps have been taken, including:

   a. appropriate steps by the supervisor to draw the attention of the employee to the deficiencies identified in their performance;

   b. that the nature of the improvements required of the employee were fair and reasonable;

   c. that a reasonable period of time was afforded to the employee to remedy the deficiencies identified in their performance; and

   d. that adequate opportunity was given to the employee to respond to the supervisor’s report.

36.7 The Vice-Chancellor will then decide on the appropriate course of action, namely:

   a. dismissing the claims of the supervisor,

   b. referring the matter back to the supervisor to ensure that the steps outlined in 36.6 have been followed, or

   c. taking disciplinary action.
36.8 Disciplinary action under this clause may include:
   a. Counselling.
   b. Formal censure.
   c. Withholding of a salary step.
   d. Demotion by one or more salary steps.
   e. Demotion by one or more classification levels.
   f. Termination of employment.

36.9 The Vice-Chancellor shall advise the employee in writing of any decision made.

36.10 If within (5) working days of the written advice the Vice-Chancellor receives from the employee a request for a review of the decision, the Vice-Chancellor shall establish an Unsatisfactory Performance Review Committee, which shall consists of:
   a. an employee chosen by the Vice-Chancellor;
   b. an employee chosen by the NTEU (ECU Branch); and
   c. a chairperson as agreed.

36.11 The Vice-Chancellor shall convene an Unsatisfactory Performance Review Committee no later than ten (10) working days from the date of receipt of such a request.

36.12 The Unsatisfactory Performance Review Committee shall investigate whether due process as set out in this clause has been followed, and whether the allegations have been proven and the appropriateness of the penalty proposed, if any. The Unsatisfactory Performance Review Committee shall report its findings to the Vice-Chancellor as soon as practicable.

36.13 In conducting its investigation the Unsatisfactory Performance Review Committee shall consider:
   a. whether the performance of the employee was unsatisfactory;
   b. whether appropriate steps were taken to bring the unsatisfactory nature of performance to the employee’s attention;
   c. whether due and proper weight was given to the employee’s response;
   d. whether reasonable time, opportunity and resources were made available to remedy the performance problem;
   e. whether there was appropriate consultation with the academic employee’s colleagues, where requested.
36.14 In conducting its investigation the Unsatisfactory Performance Review Committee shall;
   a. be able to hear any person or receive any materials it sees fit to assist in its deliberation;
   b. allow the employee and Vice-Chancellor to be represented in the matter if they so choose;
   c. ensure that the employee or their employee representative, if they so choose have the right to make submissions and to present and challenge evidence; and
   d. the Vice-Chancellor or their representative if they request, have the right to make submissions and to present and challenge evidence.

36.15 Upon consideration of the report of the Unsatisfactory Performance Review Committee, the Vice-Chancellor shall as soon as practicable advise the employee in writing of their decision.

36.16 Except to the extent that this clause provides a process for dealing with an employee’s performance, nothing in this clause confers a right or remedy in relation to the termination of employment of an employee bound by this Agreement for a reason that is harsh, unjust or unreasonable.

36.17 An employee whose employment is terminated under this clause is entitled to a four (4) month notice period or, at the discretion of the University, payment in lieu of this notice period.

36.18 The action of the Vice-Chancellor under subclause 36.15 shall be final, except to the extent that any tribunal or court can determine the matter.

36.19 This clause does not apply to casual employees.

37. DISCIPLINARY ACTION FOR MISCONDUCT/ SERIOUS MISCONDUCT – ACADEMIC STAFF ONLY

37.1 Any allegation of misconduct or serious misconduct shall be considered in the first instance by the employee’s supervisor. Where a supervisor is of the view that an employee’s alleged conduct amounts to misconduct or serious misconduct the supervisor will immediately investigate all matters relevant to the employee’s alleged actions.

37.2 The supervisor will provide a report to the Vice-Chancellor and to the employee as soon as practicable following the conclusions of the investigation. This report should detail the facts related to the alleged misconduct and should be in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond to them.
37.3 The employee may be suspended if the Vice-Chancellor (based on the report in subclause 37.2) is of the view that the alleged misconduct amounts to serious misconduct. Suspension shall normally be with pay, unless otherwise determined by the Vice-Chancellor; provided that:

a. where suspension without pay occurs at a time when the employee is on paid leave of absence the employee shall continue to receive a salary for the period of leave of absence; and

b. in the case of suspension without pay, the employee may engage in paid employment or request that annual recreation leave of long service leave be granted for the duration of the suspension without pay; and

c. the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship.

37.4 Upon receipt of the supervisor’s report, the employee will be invited to submit a written response to the Vice-Chancellor within ten (10) working days.

37.5 If the allegations are admitted in full the Vice-Chancellor shall satisfy himself or herself that the actions of the employee amount to misconduct or serious misconduct and make a decision on disciplinary action.

37.6 Disciplinary action under this clause may include:

a. Counselling.

b. Formal censure.

c. Withholding of a salary step.

d. Demotion by one or more salary steps.

e. Demotion by one or more classification levels.

f. Termination of employment.

37.7 The employee shall be notified, in writing, of the decision of the Vice-Chancellor.

37.8 If the allegations are denied in part or in full and the Vice-Chancellor is satisfied that there has been no misconduct or serious misconduct he or she shall advise the employee in writing and may, by agreement, publish the advice in an appropriate manner.

37.9 If the allegations are denied in part or in full and the Vice-Chancellor is not satisfied that there has been no misconduct or serious misconduct, her or she shall

a. refer the matter to a Misconduct Committee; or

b. take no further action; or
c. counsel or censure the employee for unsatisfactory behaviour and take no further action, and/or

d. consider those allegations that have been admitted and determine the appropriate disciplinary action under the provision of clause 37.6.

37.10 Notwithstanding whether the allegations are admitted or denied in full or in part, where an employee is in the first 18 months of their probation period the Vice-Chancellor’s decision at 37.7 shall be final, except to the extent that a relevant court or tribunal can determine the matter.

37.11 The Misconduct Committee shall consist of:

a. An academic employee chosen by the Vice-Chancellor

b. An academic employee chosen by the NTEU (ECU Branch)

c. A chairperson as agreed.

37.12 Where a matter is referred to a Misconduct Committee, the Vice-Chancellor shall convene the Committee within ten (10) working days where practicable.

37.13 The Misconduct Committee shall:

a. investigate the evidence relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident and report its findings to the Vice-Chancellor; and

b. where a suspension without pay has been imposed, recommend to the Vice-Chancellor whether the suspension without pay should continue, and if not whether back payment should be made.

37.14 In conducting its investigation, the Misconduct Committee shall:

a. ensure that the employee has adequate opportunity to answer allegations;

b. take into account all materials it believes appropriate to establish facts in dispute;

c. be able to hear any person or receive any materials it sees fit to assist in its deliberations;

d. allow the employee and the Vice-Chancellor if they so choose, to be represented in the matter; and

e. ensure that the employee or their employee representative, if they so choose and the Vice-Chancellor or their representative if they request, have the right to make submissions and to present and challenge evidence.
37.15 Following its investigation the Misconduct Committee shall report to the Vice-Chancellor and the employee as soon as practicable on its findings as to whether there has been misconduct/serious misconduct. The report may include recommendations regarding disciplinary action.

37.16 Upon receipt of the Misconduct Committee’s report

   a. if the Vice-Chancellor is of the view that there has been misconduct or serious misconduct, he or she shall, as soon as practicable, determine appropriate disciplinary action, if any and advise the employee in writing; or

   b. if the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct he or she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

37.17 Except to the extent that this clause provides a process for dealing with an employee’s conduct, nothing in this clause confers a right or remedy in relation to the termination of employment of an employee bound by this Agreement for a reason that is harsh, unjust or unreasonable.

37.18 Where an employee has been suspended without pay, any lost income shall be reimbursed if it is found that there was no misconduct or serious misconduct.

37.19 A decision taken by the Vice-Chancellor at their discretion not to dismiss the employee or impose any other penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.

37.20 All actions of the Vice-Chancellor, under this clause, shall be final except to the extent that any tribunal or court can determine the matter.

37.21 This clause does not apply to casual employees.

38. DISCIPLINARY ACTION FOR MISCONDUCT/ SERIOUS MISCONDUCT – PROFESSIONAL STAFF ONLY

38.1 An allegation of misconduct or serious misconduct shall be considered in the first instance by the employee’s supervisor, or if the supervisor is making the allegation, by the relevant line manager.

38.2 Where a supervisor or relevant line manager is of the view that the employee’s alleged conduct may amount to misconduct or serious misconduct, the supervisor or relevant line manager will investigate all matters relevant to the employee’s alleged actions. The supervisor or relevant line manager may request the assistance of the Director of Human Resources Services Centre or nominee in carrying out the investigation.
38.3 As part of the investigation the supervisor or relevant line manager will:

a. Inform the staff member of the alleged misconduct/serious misconduct in sufficient detail to enable the employee to understand the nature of the allegations and to properly consider and respond to them.

b. Outline the conduct that is required of the employee.

c. Outline the relevant process, and

d. Provide the employee with an opportunity to respond.

38.4 The staff member may request to have an employee representative or support person present at any time during the process.

38.5 In some circumstances the supervisor may consider it appropriate to attempt to deal with the matter through guidance, counselling or other appropriate action. If, after taking such action, the supervisor holds the view that the matter has been resolved, then no further action is required.

38.6 The supervisor or relevant line manager will provide a report to the Vice-Chancellor and to the employee as soon as practicable following the conclusion of the investigation.

38.7 The employee will be provided with a period of ten (10) days to provide the Vice-Chancellor a written response to the report of the investigation.

38.8 If the Vice-Chancellor, based on the investigation report, is of the view that the alleged misconduct amounts to serious misconduct, the employee may be suspended. Suspension shall normally be with pay, unless otherwise determined by the Vice-Chancellor; provided that:

a. Where suspension without pay occurs at a time when the employee is on paid leave of absence the employee shall continue to receive a salary for the period of the absence; and

b. In the case of suspension without pay, the employee may engage in paid employment or request that annual recreation leave or long service leave be granted for the duration of the suspension without pay; and

c. The Vice-Chancellor may at any time direct that salary be paid on the ground of hardship.

d. A staff member who has been suspended must not attend any campus of the University without prior approval of the employee’s supervisor. Such approval will not unreasonably be withheld. The staff member must comply with any other reasonable directions from the Vice-Chancellor regarding his/her suspension.

38.9 The Vice-Chancellor shall, having considered the employee’s response and before making a decision, satisfy himself or herself that the process outlined in this clause has been followed and that the actions of the employee amount to misconduct or serious misconduct. Where appropriate, disciplinary action under subclause 38.10 will then be determined by the Vice-Chancellor.
38.10 Disciplinary action under this clause may include:

a. Counselling.
b. Formal censure.
c. Withholding of a salary step.
d. Demotion by one or more salary steps.
e. Termination of employment.

38.11 The employee shall be notified, in writing, of the decision of the Vice-Chancellor.

38.12 Except to the extent that this clause provides a process for dealing with an employee’s conduct, nothing in this clause confers a right or remedy in relation to the termination of employment of an employee bound by this Agreement for a reason that is harsh, unjust or unreasonable.

38.13 Where an employee has been suspended without pay, any lost income shall be reimbursed if it is found that there was no misconduct or serious misconduct.

38.14 A decision taken by the Vice-Chancellor at their discretion not to dismiss the employee or impose any other penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.

38.15 All actions of the Vice-Chancellor, under this clause, shall be final except to the extent that any tribunal or court can determine the matter.

38.16 This clause does not apply to casual employees.

38.17 Notwithstanding the provisions of this clause, the employment of a staff member may be terminated without notice by the University for serious or wilful misconduct. In this instance, a statement of reasons for the dismissal will be provided within twenty-four (24) hours of dismissal.
PART H  HOURS OF WORK – PROFESSIONAL STAFF ONLY

39.  HOURS OF DUTY

39.1  Except where otherwise stated in this Agreement, including but not limited to subclause 40.4 (Rosters) and Schedule 4, Part 3 - Security Officers the ordinary hours of work shall be 37.5 per week, Monday to Friday, to be worked in one period of 7.5 hours per day, exclusive of a meal break.

No employee shall be required to work for more than five (5) hours without a meal break.

39.2  The daily span of hours for Professional staff shall be from 6.00 am to 7.00 pm.

39.3  Notwithstanding subclause 39.1 of this clause an employee’s hours of work may be extended in the following circumstances:

a.  under an agreed flexible work arrangement in accordance with Clause 45, Annualisation of Hours;

b.  if the employee has elected to exercise the provisions of the University’s flexitime policy; or

c.  if the University varies, subject to negotiation with the employee or if requested by the employee, their representative, the time of attendance due to the public business or the nature of the duties of the employee.

39.4  The University will take all reasonable positive steps to ensure that employees are not working hours of work outside of or in excess of the span of hours specified in this Agreement in Clause 39 – Hours of Duty, except where formal arrangements have been entered into under Clause 42 - Overtime, subclause 39.5 - Employee Initiated Hours, or subclause 39.6 - Flexible Working Hours.

39.5  Employee Initiated Hours

39.5.1  An employee may initiate a request to work hours outside the span of hours in subclause 39.2. Such a request may be approved by the Head of the Work Unit if this arrangement is practicable and convenient.

39.5.2  Such an arrangement shall not alter the ordinary number of hours the employee is contracted to work, and therefore shall not attract any overtime, shift or other additional payment.

39.5.3  Subject to Clause 40 – Shift Work, Clause 41 - Weekend Work, and Clause 42– Overtime, hours worked outside the agreed arrangement shall be subject to the relevant overtime and shift provisions.

39.5.4  This subclause shall apply to Shift Work, Weekend Work and Overtime.
39.6 Flexible Working Hours

39.6.1 An employee may apply to exercise the University’s flexitime policy.

39.6.2 The University may vary, subject to negotiation with the employee and, if requested by the employee their representative, the time of attendance because of the circumstances of public business or because of the nature of the duties of an employee or class of employee.

39.6.3 An employee who works flexible hours may, in consultation with their supervisor, select their own start and finish times between the hours of 6.00am – 7.00pm Monday to Friday, provided that they perform the work required and attend at specific times as required.

39.6.4 Employees with parental responsibilities may seek approval to be absent during the Core Hours described in the University’s Flexible Working Hours policy. Approval of such a request will take into account operational requirements and such decisions will be free from arbitrariness and capriciousness.

39.6.5 Subject to subclause 39.5 - Employee Initiated Hours, an employee who works flexible hours is required to be on duty for all core time periods as stipulated in the University policy unless the employee is on approved leave or unavoidably absent due to illness.

39.6.6 The Joint Staff Consultative Committee (JSCC) shall be consulted about changes to the University’s Flexible Working Hours Policy.

40. SHIFT WORK – PROFESSIONAL STAFF ONLY

40.1 Definitions

Afternoon Shift means a shift commencing at or after 12 noon and before 6.00 pm.

Day Shift means a shift commencing at or after 6.00 am and before 12.00 noon.

Night Shift means a shift commencing at or after 6.00 pm and before 6.00 am.

Shift Worker means an employee engaged on shift work.

40.2 Pay Rate

Subject to subclause 40.4 – Rosters, an employee formally engaged on shift work required to work an afternoon or night shift on a weekday, Monday to Friday shall, in addition to the ordinary rate of salary be paid an allowance equivalent to one hour's salary based on HEW Level 4.1 for each afternoon or night shift worked.

40.3 Leave

a. Subject to Schedule 4 – Miscellaneous Matters (Part 3), an employee formally engaged on shift work who is rostered to work eleven (11) or more Sundays or
Public Holidays in a year shall receive an additional five (5) working days of annual recreation leave.

b. A shift employee who is regularly rostered to work public holidays and who is not required to work on a particular public holiday by virtue of the fact that such a day is their rostered day off, shall have an additional day credited to their annual recreation leave entitlement.

40.4 Rosters

a. An employee engaged on shifts shall work a seventy-five (75) hour fortnight, exclusive of meal breaks, on the basis of no more than ten (10) shifts, of seven and one half hours’ duration, provided that the duration of a shift can be altered by agreement between the employee and the University.

Whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift shall be varied on a pro-rata basis to reflect any variation.

b. Work performed by an employee in excess of the ordinary hours of their shift or on a rostered day off shall be paid for in accordance with the provisions of Clause 42 - Overtime.

c. Employees may be rostered to work on any of the seven (7) days of the week provided that in any roster period no employee shall be rostered for more than six (6) consecutive days.

d. The roster period shall begin on Monday and continue for fourteen (14) consecutive days. Rosters shall be available to an employee at least three clear working days prior to the commencement of the roster.

e. When a roster is altered, the employee concerned shall be notified of the changed shift at least twenty-four (24) hours before the changed shift commences.

f. An employee shall not be rostered for duty until at least ten (10) hours have elapsed from the time their previous shift ended. If an employee is recalled to duty without a ten (10) hour break they shall be paid at overtime rates until such time as a ten (10) hour break can be taken.

g. An employee shall not be retained permanently on one (1) shift unless the employee so elects in writing.

40.5 Exclusions

Subject to subclause 40.4 – Rosters, payments for shift work shall be in accordance with Schedule 4, Parts 1 & 2 – Miscellaneous Matters.
41. **WEEKEND WORK – PROFESSIONAL STAFF ONLY**

41.1 Weekend Work means work performed on a Saturday or Sunday.

a. Subject to subclause 40.4 – Rosters, and Schedule 4 – Miscellaneous Matters (Part 3) work performed by an employee on a Saturday or Sunday that is part of their normal working week shall be paid at the ordinary rate of pay, plus a loading of 50% for all hours worked on a Saturday or Sunday.

b. Subject to subclause 40.4 – Rosters, and Schedule 4 – Miscellaneous Matters (Part 3), an employee who agrees to work on a Saturday or Sunday, which is not part of their normal working arrangement and where such a request does not exceed 37.5 hours shall be paid the ordinary rate plus a loading of 50% for all hours worked on a Saturday or Sunday.

c. Subject to Schedule 4– Miscellaneous Matters (Part 3), work performed in excess of 37.5 hours per week shall be paid at the appropriate over-time rate.

41.2 Exclusions.

Subject to subclause 40.4 – Rosters, payments for weekend work shall be in accordance with Schedule 4, Parts 1 & 2 – Miscellaneous Matters.

42. **OVERTIME – PROFESSIONAL STAFF ONLY**

42.1 Application

Subject to Schedule 4, Part 3 – Security Officers, all work performed by an employee at the direction of the University:

a. that is in excess of 37.5 hours per week, Monday to Sunday inclusive; or

b. on a Public Holiday or a PHIL day; or

c. beyond the span of hours prescribed elsewhere in this Agreement

shall be classed as overtime, subject to subclause 42.3 and shall be paid for at the hourly rate prescribed by subclause 42.2

42.2 Payment

Subject to subclauses 39.5, 42.3, 42.4, 42.5, 42.6 payment for overtime shall be calculated on an hourly basis in accordance with the following:

a. overtime worked on weekdays shall be paid at the rate of time and one half for the first three (3) hours and double time thereafter.

b. overtime worked on Saturdays shall be paid at the rate of time and one half for the first three (3) hours. Overtime worked after the first three (3) hours or 12 noon, whichever is the earlier, on any Saturday shall be paid at the rate of double time.
c. overtime worked on Sundays shall be paid at the rate of double time.

d. overtime worked during normal hours of work on recognised Public Holidays or PHIL days shall be paid double time and a half. Payment of this would consist of salary at single time through regular payments and an extra payment equivalent to time and one half.

Hours worked in excess of or outside normal working hours on recognised Public Holidays or PHIL days shall be paid at the rate of double time and one half.

Higher duties allowance shall be included when overtime is worked on duties for which this allowance specifically applies.

42.3 Exceptions

Employees may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

a. the employee’s family circumstances, including any family responsibilities;

b. the notice (if any) given by the supervisor of the overtime and by the employee of their intention to refuse it.

c. any risk to the employee’s health and safety;

d. the needs of the workplace and the University; or

e. any other relevant matter.

42.4 Time off in Lieu

With agreement of the Supervisor, an employee may elect in writing before commencing to work overtime, to receive time off in lieu of overtime payment.

Time off in lieu shall be calculated on an hourly basis by dividing the overtime entitlement by the employee’s normal hourly rate of pay into the amount to which they would otherwise have been entitled at the prescribed rate in accordance with subclause 42.2.

42.5 Employees Above HEW 7

The payment of overtime, time off in lieu or travelling time, shall not be approved if the employee’s classification level is higher than HEW Level 7, unless otherwise decided by the University.

42.6 Part-time Employees

A part-time employee who is:

a. given at least five (5) working days notice; or

b. who consents to a lesser period of notice;
and who consents in writing to an increase in the number of hours to be worked daily or weekly shall be paid at the ordinary hourly rate of pay if the number of hours worked in any day or any week is less than 7.5 hours or 37.5 hours respectively. Otherwise other overtime provisions contained in this Agreement shall apply.

43. **ON-CALL – PROFESSIONAL STAFF ONLY**

43.1 Definitions

“On-call” means an instruction to an employee to remain at their place of residence or to otherwise hold themselves available for immediate contact in the case of an emergency call-out requiring the performance of duties either at their residence or away from such place of residence.

43.2 a. An employee who is required by the University to be “on-call” shall receive an allowance calculated using the following formula for each hour or part thereof of the period of “on-call” duty:

\[
\text{HEW 4.2 weekly salary} \times \frac{1}{37.5} \times \frac{18.75}{100} = \$
\]

b. An employee who has received an instruction to be “on-call” on:

- Christmas Day;
- Boxing Day;
- New Year’s Day

shall receive an allowance calculated using the following formula for each hour or part thereof of the period of “on-call” duty:

\[
2 \times (\text{HEW 4.2 weekly salary} \times \frac{1}{37.5} \times \frac{18.75}{100}) = \$
\]

43.3 The University shall pay all annual telephone rental charges for any employee required to be “on-call”. If the employee has no telephone connected, the University shall also supply a telephone or electronic device and pay all connection and disconnection charges.

43.4 If an employee rostered “on-call” is recalled to duty during the “on-call” period the employee shall receive payment, in addition to the “on-call” allowance:

a. for each half hour or part thereof worked; and

b. for time spent travelling to and from the place from where the employee is actually recalled to duty.

43.5 Minimum payment provisions under Clause 44 – Call Out do not apply to an employee rostered for “on-call” duty.

43.6 An employee in receipt of an “on-call” allowance who is recalled to duty shall not be regarded as having performed emergency duty.
44. CALL OUT – PROFESSIONAL STAFF ONLY

44.1 Call out with Notice

44.1.1 An employee who is given at least twenty-four (24) hours notice by the University of a requirement to return to duty outside his or her usual working hours shall be entitled to an overtime payment, in accordance with Clause 42 – Overtime:

a. on a week day, for a minimum of one and one half hours; and

b. on a Saturday, Sunday or Public Holiday, for a minimum of three (3) hours.

44.1.2 The minimum payment period shall not apply where:

a. it is customary for the employee to return to the place of duty to perform a specific job outside the prescribed hours of duty; or

b. the overtime is continuous, except for any meal break, with the completion or commencement of prescribed hours of duty; or

c. the employee was rostered “on-call”.

44.1.3 Each return to duty period shall stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.

44.2 Call Out Without Notice

44.2.1 An employee who is required by the University, without prior notice, to return to duty outside his or her normal work hours shall be entitled to an overtime payment for a minimum of three (3) hours in accordance with subclause 42.2 – Payment for Overtime.

The employee shall not be obliged to work for the minimum period if the work is completed in less time.

44.2.2 Each return to duty period shall stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.

44.2.3 Time spent in travelling to and from the place where the employee is actually recalled to duty shall be included in the overtime payment.

45. ANNUALISATION OF HOURS – PROFESSIONAL STAFF ONLY

45.1 Annualisation of hours is a flexible work arrangement under which employees work a yearly quota of hours instead of hours per week.

45.2 Notwithstanding anything contained in this Agreement, where mutual agreement has been reached between the University and an employee, the two (2) parties may enter into any flexible employment arrangement that is mutually convenient.
45.3 The total annual working hours are to be mutually agreed between the employee and the University and expressed by written agreement. All days or hours outside of the agreed working hours shall be considered overtime and attract penalty rates.

45.4 The agreed working hours inclusive of the annual leave entitlement will be identified as those hours between the employee and the University, but not exceeding 1950 hours in any one year and in any event no employee on such an arrangement may work more than:

a. 48 hours per week, and

b. 384 hours over an eight (8) week cycle; and

c. six (6) consecutive shifts per week.

45.5 Any variation to the contract of employment shall only be made with the agreement of the University and employee in writing.

45.6 In the event that the employee or the University requests to vary the contract of employment, the other party shall give due consideration to the request. If the outcome of this request is unsatisfactory, then the matter shall be dealt with in accordance with Clause 71 – Grievance Resolution Procedures.

45.7 An employee entering into a position, at the initiative of the University, where that position has or had a flexible working arrangement, shall not be required to accept that arrangement and shall have the choice of negotiating a separate working arrangement suitable to both the employee’s and the University’s needs.

45.8 Where this clause applies to a group of employees in a particular Work Unit, the group shall be duly consulted regarding the development of such an arrangement. The proposed arrangement shall be subject to employee vote and shall be determined by a valid majority.

45.9 An employee(s) shall be paid an annualised salary in accordance with this Agreement and agreed to by the employee(s) and the University. The salary may incorporate a component for relevant allowances and penalty rates.
Part I LEAVE

46. ANNUAL RECREATION LEAVE – PROFESSIONAL STAFF ONLY

46.1 An employee is entitled to four (4) weeks Annual Recreational Leave for each year of service. Annual Recreational Leave will be calculated on a calendar year basis commencing on January 1 in each year.

46.2 Annual Recreation Leave may be taken at any time during the year, subject to the approval of the University.

46.3 Entitlements to Annual Recreation Leave may accumulate, subject to the approval of the University, but shall not exceed twelve (12) weeks.

An employee who has accumulated more than eight (8) weeks annual leave shall attempt to reach agreement with their supervisor on taking the leave in excess of eight (8) weeks.

If agreement cannot be reached with the supervisor the employee may be directed, with six (6) months written notice, to reduce their leave balance at such time as is convenient for the University to a balance of no greater than eight (8) weeks accrued leave.

An employee shall not be required to take annual leave within six (6) months of their intended date of retirement.

46.4 An employee with an annual leave balance in excess of forty (40) days may make an application to the Director, Human Resource Services Centre to cash out annual leave on the grounds of financial hardship only. The minimum period of leave to be cashed out is one (1) week. A minimum balance of twenty (20) days annual leave must be maintained for an application to cash out leave to be accepted.

46.5 An employee who ceases employment before the accrual of any annual recreation leave already taken, shall refund the value of the unearned pro-rata portion, calculated using the salary rate as at the date the leave was taken. No refund is required in the event of the death of the employee.

46.6 Should any public holiday referred to in subclause 46.1 fall during a period of annual recreation leave, a day in lieu of each public holiday shall be credited to the leave entitlement. No day shall be added where any of the prescribed public holidays fall on a Saturday or Sunday.

46.7 Leave Loading

46.7.1 A leave loading of seventeen and a half per cent (17.5%) of current salary, subject to subclause 46.7.3 (Maximum payment of annual leave loading), including applicable allowances, shall be paid in the salary payment immediately prior to the Essential Student Services Period.
46.7.2 Leave loading shall be paid on a maximum of four (4) weeks’ annual leave at the current salary, or five (5) weeks’ in the case of any shift worker who is granted an additional week’s leave.

46.7.3 The maximum payment of annual leave loading, at any given time, shall be the Average Weekly Total Earnings for All Males (Australia) as per the most recently published data from the Australian Bureau of Statistics.

46.7.4 An employee:
   a. who resigns at or over the age of fifty-five (55);
   b. who retires on the grounds of ill-health;
   c. whose employment is terminated by the University other than for misconduct or unsatisfactory performance; or
   d. on their death

shall be entitled to payment of the leave loading on pro-rata annual leave.

47. PURCHASE OF ADDITIONAL LEAVE – PROFESSIONAL STAFF ONLY

47.1 An employee may apply to their Head of Work Unit to reduce their annual salary in exchange for additional weeks of annual recreation leave to a maximum of eight (8) additional weeks over each twelve (12) month period.

47.2 The agreement will require the employee to work a reduced number of weeks over a twelve (12) month period with a commensurate reduction in total salary, in exchange for up to eight (8) weeks of paid leave to be taken at a mutually agreed time.

47.3 The basis for this initiative shall be one (1) week’s salary for each additional week of leave during the agreed twelve (12) month period.

47.4 Such an agreement shall be re-assessed annually and agreement in one (1) year does not provide automatic entitlement to participate in any subsequent year.

47.5 When agreement is reached for an employee to work a reduced number of weeks over the year, the salary shall be paid at the rate equivalent to the full-time salary reduced by one (1) week’s salary for every additional week’s leave for that twelve (12) month period. During the period, all annual, sick and long service leave shall continue to accrue.

47.6 The additional weeks of purchased leave shall not be able to be accrued. In the event that the employee is unable to take such leave, his or her salary shall be adjusted on the last pay period in January to take account of the fact that the time worked during the year was not included in the salary.

47.7 The Head of the Work Unit shall have regard to the operational needs of the work area when assessing any application.
47.8 The agreement shall in no way impact upon the employee’s annual leave entitlement under Clause 45 – Annual Recreation Leave.

47.9 During the agreed twelve (12) month period:
   a. Sick leave or any other paid leave shall be paid at the reduced salary.
   b. Overtime payments shall be based on the full-time rate of pay applicable to the classification of the position occupied; and
   c. Employer contributions to superannuation shall be calculated on the reduced salary.

47.10 The employee may, having provided the University with fourteen (14) days notice, withdraw from this arrangement and shall be paid out leave entitlements purchased under this arrangement.

48. FLEXIBLE WORKING ARRANGEMENTS – ACADEMIC STAFF ONLY

48.1 Employees may apply to their Head of Academic Unit to enter into an agreement to reduce their annual salary in exchange for additional leave.

48.2 The period of additional leave will not normally exceed a twelve (12) month period without a review.

48.3 When agreement is reached relating to additional leave, the employee’s salary will be paid at a rate reflecting the arrangement agreed between the employee and the University. That rate will continue to be paid each fortnight for a twelve (12) month period.

48.4 Such an agreement must be reached three (3) months in advance of the commencement of that year and shall be re-assessed annually.

48.5 All annual leave and sick leave will be paid at the reduced rate.

48.6 All annual leave and long service leave will accrue at the reduced rate.

49. ANNUAL RECREATION LEAVE – ACADEMIC STAFF ONLY

49.1 An employee is entitled to twenty (20) working days Annual Recreational Leave on full pay for each year of service. Annual Recreational Leave will be calculated on a calendar year basis commencing on January 1st in each year and shall be credited one year in advance on this date. An employee shall be entitled to take annual recreation leave in one period of twenty working days.

49.2 An employee who is first appointed from a date after 1st January shall be entitled to pro-rata recreation leave for continuous service to the 31st December of that year. Such leave shall be credited in advance on the date of commencement.

49.3 The Head of Academic Unit is responsible for managing leave arrangements within the Academic Unit.
49.4 Annual leave must be taken prior to 31st January of the year after it falls due, subject to subclause 49.7.

49.5 Employees should submit their annual leave plans to their Head of Academic Unit at the commencement of each year. Variations to the plans must be notified to the Head of Academic Unit, prior to the planned leave dates unless such a request is submitted in accordance with Clause 54 - Illness Whilst on Annual or Long Service Leave.

49.6 Leave records will be debited for the approved leave periods subject to any approved variations.

49.7 Where an employee is unable to take leave due to the operational requirements of an Academic Unit, or other good cause, the employee shall have the right to carry forward such leave, subject to the following conditions:

49.7.1 the Head of the Academic Unit shall approve the carry forward of the leave in advance of it being carried forward and such approval shall not be unreasonable withheld;

49.7.2 and at the time of the approval the employee and the Head of the Academic Unit should agree on when the carried forward leave is to be taken.

49.8 An employee who has accumulated more than forty (40) days annual leave shall attempt to reach agreement with their supervisor on taking the leave in excess of forty (40) days.

If agreement cannot be reached with the Head of the Academic Unit the employee may be directed with six (6) months written notice, to reduce their leave balance at such time as is convenient for the University to a balance of no greater than forty (40) days accrued leave.

49.9 An employee with an annual leave balance in excess of forty (40) days may make an application to the Director Human Resources to cash out annual leave on the grounds of financial hardship only. The minimum period of leave to be cashed out is one (1) week. A minimum balance of twenty (20) days annual leave must be maintained for an application to cash out leave to be accepted.

49.10 The time during which an employee may take annual recreation leave shall be subject to the approval of the Vice-Chancellor.

49.11 An employee who has taken annual recreation leave, but ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned pro-rata portion of the leave. Such a refund will be calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the employee.

49.12 Should any public holiday recognised by the University fall during the period when an employee is absent on annual recreation leave, a day in lieu of each public holiday shall be added to the entitlement of annual recreation leave.
49.13 Employees shall be paid a loading of seventeen and a half percent (17.5%) of four (4) weeks salary in the salary payment immediately prior to the Essential Student Services Period, subject to subclause 46.14 (Maximum payment of annual leave loading).

49.14 The maximum payment of annual leave loading, at any given time, shall be the Average Weekly Total Earnings for all Males (Australia) for the September quarter of each year as published by the Australian Bureau of Statistics (ABS).

49.15 An employee who:
   a. resigns or retires at or over the age of fifty-five (55);
   b. retires on the grounds of ill-health;
   c. has their employment terminated by the University;

shall be entitled to pro-rata loading in accordance with the terms of this clause.

49.16 Part-time employees shall be paid a pro-rata loading at the salary rate applicable.

49.17 Annual recreation leave credits are not affected by taking long service leave and continue to accumulate during such leave.

49.18 Upon retirement, resignation or dismissal, an employee shall be paid the cash equivalent of recreation leave or pro-rata recreation leave due or accrued.

50. LONG SERVICE LEAVE – PROFESSIONAL STAFF ONLY

50.1 Entitlement

50.1.1 An employee who is employed on or before 10 June 1996 shall be entitled to accrue thirteen (13) weeks’ long service leave on the completion of seven (7) years continuous service.

50.1.2 An employee who is employed after 10 June 1996 and who has completed a period of ten (10) years’ continuous service in the employ of the University is entitled to thirteen (13) weeks’ long service leave on full pay. The employee may take leave on a pro-rata basis after seven (7) years’ continuous service, subject to the approval of the Vice-Chancellor.

50.1.3 An employee who is employed on or before 10 June 1996 with an entitlement to accrue thirteen (13) weeks’ long service leave on the completion of ten (10) years’ continuous service shall be entitled to accrue 13 weeks’ long service leave on a pro-rata basis of ten (10) years to 25 February 1994. All time accrued after that date shall be on the basis of the qualifying period of seven (7) years’ continuous service.

50.1.4 The University will recognise service with other tertiary or public sector institutions for the purposes of attaining the first entitlement to long service leave following employment at the University, subject to appropriate funds being provided to the University and/or reciprocal arrangements having been made.
50.1.5 Long Service Leave will continue to accrue during any period of long service leave taken by an employee.

50.1.6 A part-time employee shall have the same entitlement to long service leave as full-time employees, however payment made during such period of long service leave shall be adjusted according to the hours worked by the employee during the continuous service accrual period.

50.2 Subsequent Accruals

50.2.1 Except as otherwise provided for in this clause, following the first qualifying period all employees shall be entitled to an additional 13 weeks’ long service leave on full pay after each period of seven (7) years of continuous service. For the purposes of subclause 50.3.7 of this clause, additional accrual shall be after a further three and a half years of continuous service.

50.2.2 An employee who has completed the first qualifying period of service, and has cleared the long service leave entitlement, may take pro-rata long service leave after a further three and a half years’ of continuous service.

50.3 Taking of the Leave

50.3.1 The entitlement to long service leave may be taken as:

a. thirteen (13) weeks on full pay after the relevant qualifying period and may be taken in blocks of no less than one (1) week;

b. twice the period of long service leave on half pay after the relevant qualifying period, in blocks of no less than two (2) weeks; or

c. half the period of long service leave on double the pay after the relevant qualifying period, in blocks no less than one (1) week.

50.3.2 Long service leave shall be taken at a time mutually agreed between the employee and the Vice-Chancellor.

50.3.3 Where an employee’s rate of pay for long service leave was frozen prior to 8th August 2006, that freeze shall remain in force.

50.3.4 No freeze shall apply to the rate of pay for long service leave entitlements accrued on or after the 8th August 2006.

50.3.5 When an employee has accrued an entitlement to nineteen (19) or more weeks of long service leave, they shall upon three (3) months direction to clear such leave, make arrangements with their relevant line manager to reduce their leave to a balance of no greater than six (6) weeks accrued long service leave.

If an employee fails to make arrangements, or clear such leave as required, the relevant line manager shall on twelve (12) months’ written notice, direct the employee to take their leave at a time determined and convenient to the University.
The employee’s balance shall then be reduced to six (6) weeks accrued long service leave.

50.3.6 Where an employee has entered into a pre-retirement arrangement with the University, or where alternative arrangements between the employee and the University have been agreed to, an employee shall not be required to take long service leave within two (2) years of their agreed date of retirement.

50.3.7 An employee who has an accrued long service leave entitlement of greater than thirteen (13) weeks may apply to convert that part of the accrued long service leave that is greater than thirteen (13) weeks to an equivalent monetary benefit.

Approval of the payment of an equivalent monetary benefit in lieu of accrued long service leave is at the discretion of the Vice-Chancellor.

50.3.8 Any public holiday occurring during the period in which an employee is on long service leave shall be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

50.4 Pro-rata Long Service Leave

50.4.1 An employee, upon termination of employment, shall be paid for any period of pro-rata long service leave in the following cases:

a. where the employee retires at or over the age of 55, provided that no payment shall be made for pro-rata long service leave to an employee who has completed less than twelve (12) months’ continuous service before the date of the employee’s retirement.

b. Where the employee who, not having resigned, is retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave to an employee who has completed less than three (3) years’ continuous service before the date of the employee’s retirement.

c. where the employee has died in which case payment shall be made to the employee’s estate.

d. where an employee resigns due to the birth of a child and the need to subsequently care for that child, provided that no payment shall be made for pro-rata long service leave in respect of an employee who has completed less than five (5) years’ continuous service with the University and the employee has not provided the University with certification from a medical practitioner of such pregnancy and the expected date of birth of the child.

e. Where the employee’s position has been made redundant in which case the provisions of Clause 24 - Redundancy and Redeployment shall apply, subject to the employee completing at least one (1) year’s continuous service.
f. Where the employee has completed the first qualifying period of service and has cleared the long service leave entitlement and has completed an additional three and a half years’ continuous service.

51. LONG SERVICE LEAVE – ACADEMIC STAFF ONLY

51.1 Employees shall be entitled to long service leave on the following basis:

51.1.1 An employee whose employment with the University commenced on or after 9th October 2000 shall be entitled to thirteen (13) weeks long service leave on full pay upon the completion of ten (10) years continuous service. Subject to subclauses 51.1.3, for subsequent accruals employees shall be entitled to an additional thirteen (13) weeks long service leave on full pay after each further period of seven (7) years of continuous service.

51.1.2 An employee whose employment with the University commenced prior to 9th October 2000 shall be entitled to thirteen (13) weeks long service leave on full pay upon the completion of seven (7) years continuous service for the accrual period of seven (7) years that has already commenced at 9th October 2000. Subject to subclauses 51.1.3, for subsequent accruals employees shall be entitled to an additional thirteen (13) weeks long service leave on full pay after each further period of seven (7) years of continuous service.

51.1.3 Subsequent Accruals

All employees with ten (10) years service or more shall be entitled to an additional thirteen (13) weeks long service leave on full pay after each further period of seven (7) years of continuous service, provided that:

a. For the purposes of subclause 51.4, additional accrual shall be after a further three and a half years of continuous service.

b. An employee who has completed the first qualifying period of service, and has cleared the long service leave entitlement, may take pro-rata long service leave after a further three and a half years’ of continuous service.

51.2 All long service leave shall normally be taken in minimum blocks of four (4) weeks on full pay or eight (8) weeks on half pay.

51.3 Subject to subclauses 51.2 and 51.4 long service leave can be taken as:

a. thirteen (13) weeks after the relevant accrual period; or

b. double the period of long service leave entitlement on half the pay; or

c. half the period of long service leave entitlement on double pay, provided that either the total time away from work or remaining to the employee’s credit is at least thirteen (13) weeks.
51.4 An employee who has an accrued long service leave entitlement of greater than thirteen (13) weeks may apply to convert that part of the accrued long service leave that is greater than thirteen (13) weeks to an equivalent monetary benefit.

Approval of the payment of an equivalent monetary benefit in lieu of accrued long service leave is at the discretion of the Vice-Chancellor.

51.5 An employee employed on a part-time basis shall accrue long service leave on a pro-rata basis, based on the fraction of the appointment worked during the qualifying period.

51.6 Should differing fractions of full-time have been worked during the continuous service qualifying for long service leave, payment of the long service leave granted shall be the sum of the amount determined for each period of differing fraction of full-time.

51.7 Long service leave shall be taken at a time mutually agreed between the Vice-Chancellor and the employee, provided that an employee who has qualified for long service leave shall be entitled to take leave at a time of their choosing, provided that at least twelve months’ written notice of such leave is given and, in the absence of such notice, the Vice-Chancellor consents.

51.8 An employee who has accumulated nineteen (19) weeks long service leave may be required, on twelve (12) months written notice, to reduce their leave balance to a balance of no greater than six (6) weeks accrued long service leave.

51.9 When an employee has completed not less than three years continuous service on a full-time, fixed-term basis and their contract has lapsed by decision of the University at the end of its fixed-term, pro-rata long service leave will be paid.

51.10 Long service leave will continue to accrue during any period of long service leave taken by an employee.

51.11 An employee on termination shall only be paid for any period of pro-rata long service leave in the following cases:

   a. where the employee retires at or over the age of 55 or on the grounds of ill health;

   b. where the employee has died in which case payment shall be made to the employee’s estate; or

   c. where the employee’s position has been made redundant in which case the provisions of Clause 25- Redundancy Provisions shall apply.

Provided that no payment shall be made for pro-rata long service leave to an employee who has completed less than twelve (12) months’ continuous service before the date of the employee’s retirement.
51.12 The University will recognise service with other tertiary or public sector institutions for the purposes of attaining the first entitlement to long service leave following employment at the University, subject to appropriate funds being provided to the University and/or reciprocal arrangements having been made.

52. SICK LEAVE AND CARER’S LEAVE – ALL STAFF

52.1 The University will credit an employee with 12.5 days of paid sick leave on the date of their initial appointment and then for every completed year of service:

a. for personal illness or injury not covered under the Workers’ Compensation and Injury Management Act 1981; or

b. to care for an ill or injured family member.

52.2 An employee employed on a fixed-term contract for a period less than twelve (12) months, will be credited with the same entitlement prescribed in subclause 52.1 on a pro rata basis for the period of the contract.

52.3 Subject to subclause 52.4, an application for sick leave exceeding two (2) but not exceeding five (5) consecutive working days may be supported by a statutory declaration or a certificate from a registered health care provider. Absences beyond five (5) consecutive days must be supported by a medical certificate.

52.4 Where an employee has had sick leave absences that in total exceed 12.5 days in any one anniversary year a statutory declaration may not be used and the application for additional sick leave must be supported by a certificate from a registered health care provider.

52.5 The number of single days’ leave which may be granted without the production of a statutory declaration or certificate from a registered health care provider required in subclause 52.3 of this clause shall not exceed, in aggregate, five (5) working days within one anniversary year.

(a) An employee’s absence from work due to an injury deemed compensable under Worker’s Compensation and Injury Management Act 1981 shall count as service and shall not be construed as a break of service for a period of up to twenty-six (26) weeks for which he/ she received workers’ compensation.

52.6 In subclause 52.1 of this clause “year” does not include any period of unpaid leave.

52.7 An employee shall inform their relevant line supervisor of their inability to attend for duty due to personal illness or accident or the requirement to care for an ill or injured family member no later than three hours after the commencement of the absence as far as is practicable. Where possible the employee should state the estimated duration of the absence.
53. **SICK LEAVE AND CARER’S LEAVE – PROFESSIONAL STAFF ONLY**

53.1 An employee may request approval from the University to use their accrued sick leave entitlement or part thereof, to supervise the convalescence of an immediate member of the employee’s family. Approval may be granted for the employee to work from home.

53.2 Applications for sick leave shall be made using the process approved by the University from time to time.

53.3 Sick leave is not available during periods of leave without pay.

53.4 Where an employee in the discharge of duties suffers personal injuries by accident that are compensable in accordance with the provisions of the *Workers’ Compensation and Injury Management Act 1981* and this necessitates the granting of sick leave, no charge shall be made against their sick leave credits.

53.5 An employee who resigns or is retired on medical grounds and is subsequently re-employed by the University within twelve (12) months shall have any past sick leave credit reinstated.

53.6 If an employee is unable to attend for duty due to restrictions imposed by Commonwealth or State law in respect of infectious disease, sick leave may be granted or, at the request of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave.

Approval may be granted to work from home in which case the employee need not apply to use sick leave credits.

53.7 An employee certified by the Department of Veterans’ Affairs to be suffering from war caused illness may be granted special sick leave credits of fifteen (15) working days per year on full pay in respect of that illness. These credits shall accumulate to a maximum credit of 45 working days, and shall be recorded separately to the employee’s normal sick leave credits.

54. **ILLNESS WHILST ON ANNUAL OR LONG SERVICE LEAVE**

*Professional staff*

54.1 Where an employee is ill

a. for a period of at least five (5) consecutive working days during annual recreation leave; or

b. for a period of at least ten (10) consecutive working days during long service leave

and produces at the time, or as soon as possible thereafter, medical evidence satisfactory to the Head of the Work Unit that the employee is or was as a result of illness medically unfit for work, the employee may, with the approval of the Head of the Work Unit, be granted, at a time convenient to the department, additional leave equivalent to the period during which the employee was so confined.
**Academic staff**

54.2 Sick leave may be granted to an employee where that employee can produce medical evidence that the employee is or was confined to their place of residence or a hospital for a period of at least:

a. five (5) consecutive calendar days with respect of annual recreation leave, or

b. ten (10) consecutive calendar days with respect of long service leave.

**All staff**

54.3 An employee who is duly absent on leave without pay is not eligible for leave of absence under this clause on account of illness or injury during the currency of that leave without pay.

54.4 If sick leave is granted, annual or long service leave will be credited with the corresponding amount.

55. **PARENTAL AND PARTNER LEAVE**

55.1 Staff may apply for maternity, adoption, unpaid primary care giver’s or partner leave in accordance with University policy. Part-time employees are eligible for pro-rata paid parental leave entitlements. An employee on a fixed-term contract shall cease to have an entitlement to parental leave upon the date that their contract expires.

55.2 All parental leave applications and entitlements shall be in accordance with University policies, procedures and administrative arrangements.

55.3 A full-time or part-time employee who is the primary care giver is entitled to a maximum unbroken period of fifty-two (52) weeks unpaid parental leave, less any period of paid leave taken, in connection with:

a. the birth and subsequent care of a child or,

b. in the case of an adoption, where the child is under five (5) years of age.

55.4 A female employee with at least twelve (12) months continuous service at the expected date of birth, is entitled to be paid maternity leave or equivalent benefits, to the value of twenty-six (26) weeks salary comprising:

a. 24 weeks maternity leave at full pay or 48 weeks on half pay; and

i. up to 37.5 hours antenatal leave for the purpose of visits with a registered health and allied professional, prior to the commencement of parental leave; and

ii. 7.5 hours per week (pro rata for part time employees) paid time release per week for the first 5 weeks upon return from parental leave.
55.5 An employee who is legally adopting a child under the age of five and is the primary care-giver of the child, and who has at least 12 months continuous service at the time of adoption is entitled to paid adoption leave or equivalent benefits, to the value of twenty-six (26) weeks salary comprising:

a 24 weeks adoption leave at full pay or 48 weeks on half pay; and

i. up to 37.5 hours for the purpose of arranging the adoption; and

ii. 7.5 hours per week (pro rata for part time employees) paid time release per week for the first 5 weeks upon return from parental leave.

55.6 An employee whose child is still born is entitled to a maximum of 14 weeks paid maternity leave or 28 weeks on half pay. A medical certificate must be provided.

55.7 Maternity leave must commence no later than six (6) weeks prior to the expected date of birth unless the birth mother’s fitness for work is confirmed, in writing, by a medical practitioner or midwife.

55.8 An employee is not entitled to maternity leave earlier than twenty (20) weeks prior to the expected date of birth. An employee may access other forms of leave prior to that date.

55.9 Maternity leave will be paid at the employee’s usual salary, irrespective of any reduced hours arrangements that may have been temporarily effected during her pregnancy.

55.10 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

Partner Leave

55.11 The partner of a birth mother, or an adoptive parent who is not the primary care giver, may apply for an unbroken period of up to three (3) weeks leave, of which a maximum of ten (10) days will be in the form of paid leave, immediately after the birth or placement of the child.

a. The partner of an employee includes a de facto and/or same sex partner.

b. A part-time staff member is entitled to paid partner leave entitlement proportionate to hours worked.

Return to Work

55.12 An employee is required to provide ten weeks notice to their Supervisor of their intended return to work including any request for a variation to their normal hours of duty and intended date of return.
55.13 An employee is entitled to return to the position that he or she held immediately before taking parental leave, except that if a female employee:

a. was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer; and/or

b. began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time; and/or

c. was acting in or temporarily performing the duties of a position for a period equal to or less than the period of leave immediately prior to maternity leave, the relevant position is the position held by the employee immediately before taking the acting or temporary position.

55.14 An employee may apply to work part-time on their return from parental leave. Any part-time work arrangement that is agreed will be recorded as a temporary variation to the contract of employment between the University and the employee.

a. Where the employee returns to work on a part-time basis for up to three years, he or she has the right to revert to their former position when returning to full time work.

b. Where the employee returns to work on a part-time basis for more than three years, he or she has the right to revert to either their former position or if the University determines that the former position is not available, a suitable alternative position when returning to full time work.

55.15 Effect of parental leave on employment:

a. An absence of an employee on unpaid parental leave does not break continuity of service, but is not to be taken into account when calculating the period of service.

b. An absence of an employee on paid parental leave counts as service for all purposes.

56. SHORT LEAVE

56.1 The University may, upon sufficient cause being shown, grant an employee short leave on normal pay not exceeding two (2) consecutive working days, and not exceeding in total three (3) working days in any one (1) calendar year.

56.2 Applications for short leave shall be made on a form approved by the University for the purpose.

56.3 The provisions of this clause shall apply to any ongoing employee or fixed-term contract employee employed on contract for twelve (12) months or more or who has completed at least twelve (12) months of continuous service in a fixed-term capacity.
57. **LEAVE WITHOUT PAY**

57.1 On application an employee may be granted leave without pay for any period, provided that:
   a. the work of the University is not inconvenienced; and
   b. all relevant leave credits of the employee are exhausted.

57.2 The provisions of subclause 57.1.b of this clause shall not apply to a Professional staff employee seeking to apply for a secondment.

57.3 Any period of leave without pay that exceeds ten (10) consecutive working days shall not, for any purpose, be regarded as a period of service and shall not count as a break in service.

57.4 An employee whilst on leave without pay shall not accrue additional leave, progress through the incremental scale or gain payment for public holidays that fall during the period of leave without pay.

58. **BEREAVEMENT LEAVE**

58.1 An employee is entitled to paid bereavement leave of up to two (2) days upon the death of a family member or close friend.

58.2 The University may request evidence of the death of the family member or close friend and the relationship of the employee to the deceased person.

58.3 An employee is also entitled to two days Compassionate leave as provided for by the National Employment Standards, to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury.

59. **CULTURAL AND CEREMONIAL LEAVE**

59.1 Indigenous employees shall be entitled to three (3) additional days per Calendar year to follow and practise the requirements of cultural, spiritual or religious beliefs to which they adhere. These days shall not be cumulative. In addition, the University may grant leave without pay, subject to operational requirements.

59.2 Indigenous employees shall be entitled to an additional day’s paid leave to participate in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week.

59.3 The University may seek reasonable evidence of the legitimate need for the employee to be absent from work.
60. **JURY SERVICE/ WITNESS LEAVE**

60.1 An employee who is required to serve on a jury, or is subpoenaed to appear as a witness, shall:

   a. as soon as practicable, notify their supervisor of the summons;
   
   b. be granted leave of absence on full pay for whatever period of time is required to enable the employee to carry out the duty; and
   
   c. pay any fees received into University funds, excluding travel reimbursements.

60.2 The University may request evidence of the requirements to serve/ appear.

61. **LEAVE FOR DEFENCE FORCES AND EMERGENCY SERVICES**

**Defence Forces Leave**

61.1 An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force may be granted, subject to Head of the Work Unit approval, ten (10) days leave in any one (1) year for attendance at Defence Force training camps or special schools or courses.

61.2 Approved leave may be paid or unpaid in accordance with the Leave for Defence Forces Policy.

61.3 Should an employee elect to use unpaid leave and this exceeds ten (10) working days it shall not, for any purpose, be regarded as a period of service and shall not count as a break in service.

**Emergency Services Leave**

61.4 An employee who is absent from the employee’s employment because the employee is carrying out an emergency management response (consistent with the provisions of the Emergency Management Act 2005 (WA)) shall be paid for the period of the employee’s absence calculated at the employee’s ordinary rate of remuneration, determined in accordance with the regulations, on the time that the employee would ordinarily have worked had the employee worked his or her scheduled work time.

61.5 The provisions of this clause do not apply to casual employees.

62. **BLOOD/ PLASMA DONOR LEAVE – PROFESSIONAL STAFF ONLY**

62.1 An employee shall be entitled to two (2) hours paid leave every three (3) months for the purposes of donating blood to Approved Red Cross Blood Centres where prior arrangement with the Head of the Work Unit has been made.

62.2 The notification period required shall be by agreement, not normally less than two (2) days, and can be waived or reduced where the supervisor is satisfied that the operations would not be unduly affected by the employee’s absence.

62.3 The Head of the Work Unit may request the employee provide reasonable evidence.
63. **STUDY LEAVE – PROFESSIONAL STAFF ONLY**

63.1 An employee may be granted up to five (5) hours per week study leave inclusive of travelling time.

63.2 Study leave may be used for the following purposes during normal working time:

   a. attendance at an approved educational course;
   b. travel to the approved educational course, where the course is in the metropolitan area;
   c. compulsory conference, if the employee is participating in approved external study; and/or
   d. compulsory sessions via an on-line approved course.

63.3 Approval of study leave shall be subject to:

   a. University convenience
   b. an acceptable formal study load being undertaken in their own time;
   c. satisfactory progress in their studies;
   d. provision of reasonable notice and proof of compulsory sessions; and
   e. relevance of the course to the employee’s career in the University and its value to the University.

63.4 An employee who is studying at a location external to the University may be granted leave with pay up to the maximum annual amount (inclusive of travelling time) to attend their education institution for compulsory sessions during vacation periods.

63.5 Employees shall be allowed sufficient time off to travel to and sit for the examinations of any approved course.

63.6 The University may grant, at the discretion of the Head of the Work Unit, study leave in addition to the amount prescribed in subclause 63.1.

64. **PUBLIC HOLIDAYS AND THE ESSENTIAL STUDENT SERVICES PERIOD**

Public Holidays

64.1 The following days are recognised as public holidays with full pay:

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<td>New Years Day</td>
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<td>Anzac Day</td>
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<td>Australia Day</td>
<td>26 January</td>
<td>Christmas Day</td>
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<td>26 December</td>
</tr>
<tr>
<td>Easter Monday</td>
<td></td>
<td>The two working days immediately after Boxing day as holidays with full pay</td>
<td></td>
</tr>
</tbody>
</table>
64.2 Where any of these days falls on a Saturday or Sunday, or where Boxing Day falls on a Monday, an alternative day shall be observed as the public holiday.

64.3 Subject to Schedule 4, Part 3 – Security Officers, an employee shall, if required, work on Labour Day, Foundation Day and the Queen’s Birthday public holidays at ordinary rates of pay. As a consequence, five (5) additional days (PHIL days) shall be granted. These days shall be taken at the Essential Student Services Period, as prescribed in subclause 64.4 and shall not be cumulative.

64.4 The University shall observe an annual period of two (2) weeks of essential services known as the “Essential Student Services Period” which shall commence at a date set by the Vice-Chancellor. During this period only those staff needed to perform essential duties will be required to be at work.

Essential Student Services

64.5 The University may, in the interests of providing a seamless, quality service, require nominated employees to work over the Essential Student Services Period. The University shall however call for volunteers in the first instance.

Employees who work over the Essential Student Services Period may elect to either take a PHIL day at another time during the year (subject to operational requirements) or receive overtime for the days worked during the Essential Student Services Period as per Clause 42 - Overtime. These days shall not be cumulative year to year unless otherwise agreed between the University and the employee. Generally where the employee has been unable to take the time off within twelve (12) months any remaining days will be paid out.

64.6 Part-time employees shall have their entitlement to PHIL days calculated having regard to the hours worked each public holiday.

64.7 An employee whose employment contract expires prior to the Essential Student Services Period shall be entitled to take the additional leave days at any time mutually agreed between the employee and the University.

Professional Staff Only entitlements

64.8 An employee with family responsibilities may not be required to work on Labour Day, Foundation Day, the Queen’s Birthday or Essential Student Services Period, subject to the University’s discretion.

64.9 No employee shall be discriminated against for electing not to work on any public holiday due to family responsibilities.

64.10 If no public or alternative transport is available for an employee working on a public holiday the employee shall, subject to prior agreement, be entitled to a taxi fare to and from the University and the employee’s place of residence.
65. **ACADEMIC STUDY LEAVE – ACADEMIC STAFF ONLY**

65.1 An employee shall be entitled to apply to the Vice-Chancellor for academic study leave provided he or she has completed at least three (3) years of continuous service as an academic staff member with the University at the time the proposed study leave will commence.

65.2 The following table indicates the maximum periods of study leave that maybe granted and the period of service required.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Maximum Period of Study Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three years</td>
<td>26 weeks</td>
</tr>
<tr>
<td>Six years</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

65.3 The following terms and conditions of application for study leave shall apply:

a. the applicant shall identify in writing the purpose and the relevance of the leave with respect to the academic or research program of the University and the applicant’s own professional, vocational or academic development;

b. the applicant shall identify the period over which the leave is intended to be taken and any additional support required (e.g. travel cost);

c. the Vice-Chancellor shall establish Academic Study Leave Committees for the purpose of approving or rejecting applications;

d. applications shall be called for in March of each year for the taking of academic study leave between 1 January and 30 June in the following year and in September for the taking of academic study leave between 1 July and 31 December in the following year.

65.4 At the conclusion of the leave, the employee shall prepare a comprehensive report for the Vice-Chancellor.

65.5 On completion of the academic study leave the employee shall return to the University and serve a period equivalent to the period of such leave taken. Should the required period of service not be served the Vice-Chancellor may order the whole or part of any salary, grants or allowances paid in relation to the period covered by the academic study leave be repaid to the University.

65.6 An employee shall be entitled to apply for a subsequent period of study leave if the period between the time of returning from study leave and the commencement date of the proposed academic study leave is at least three (3) years.
66. ACADEMIC DEVELOPMENT LEAVE – ACADEMIC STAFF ONLY

66.1 Employees may apply for academic development leave to attend short courses, conferences or make study visits within Western Australia, in other Australian States or overseas.

66.2 Academic development leave must be in line with the agreed objectives for the employee arising from participation in the Management for Performance system.

66.3 Approval of academic development leave shall be at the discretion of the Head of the Academic Unit.
PART J EMPLOYEE DEVELOPMENT

67. EMPLOYEE DEVELOPMENT – ACADEMIC STAFF ONLY

67.1 The University is committed to ensuring that employees have access to internal and external employee development programs to enhance employees’ professional development and performance.

67.2 In providing access to employee development programs, the University will ensure that such programs are compatible with its equal opportunity policies.

67.3 It is the intention of the University to maintain employee development programs on or for:
   a. new employees
   b. ongoing employee development;
   c. training for Heads of Academic Units and other managerial and leadership positions; and
   d. assisting employees to address specific areas of performance, as highlighted in the review process in the Management for Performance System from time to time.

67.4 Employees may apply for leave for developmental purposes in accordance with Clause 65 – Academic Study Leave and Clause 66 – Academic Development Leave.

68. ACADEMIC PROMOTION

68.1 Academic Promotions will be based on the following principles:
   • That there shall be an annual academic promotion round;
   • That promotion will be based solely on merit;
   • That promotion procedures will be fair and transparent;
   • That the position classifications standards in the Collective Agreement and the ASPEO framework will form the basis of the criteria for promotion;
   • Standards will be comparable with sector norms;
   • That all persons applying for academic promotion will receive fair, equal and non-discriminatory consideration; and
   • That promotion will be in accordance with established procedures.
69. PROFESSIONAL STAFF CAREER DEVELOPMENT FUND

69.1 In addition to existing staff development activities and programs, the University shall establish a centrally administered Staff Development Fund to provide professional development opportunities to Professional Staff.

69.2 The Staff Development Fund will be administered by the University and funding will be made available as follows:

   a. 2014 - $200,000
   b. 2015 - $200,000
   c. 2016 - $200,000

   These amounts are not cumulative from year to year.

69.3 Professional Staff will be able to make one application every two (2) years for access to a professional development activity or opportunity to a maximum value of $5000.

69.4 The University will award access to this fund on criteria which will include:

   a. 12 months continuous service to the University; and
   b. Relevance to an existing or future possible career at the University; and
   c. Demonstrated satisfactory performance as assessed and documented as part of the Management for Performance System; and
   d. Endorsement by the line manager.

69.5 The Joint Staff Consultative Committee will be consulted on the development of the assessment criteria and will receive a yearly report on the number of applications and the nature of awards made.
70. MANAGEMENT FOR PERFORMANCE

70.1 The University is committed to strengthening organisational capabilities and building a high performance culture through effective performance planning and review, professional development, training, and career management, to achieve its strategic priorities.

70.2 The University is committed to the use and review of the Management for Performance System (MPS) for planning, review and performance management purposes based on the following principles:

a. The use of a positive approach in reinforcing recognition and improvement of employee performance;

b. The establishment of a rewarding work environment in which employees are committed to achieving the University’s goals by linking individual work objectives with the University’s strategic priorities, faculty, centre or work area’s operational plans;

c. The promotion of responsibility and commitment by ensuring employees have a clear understanding of the educational, strategic and business directions of the University, a clear understanding of their roles, and clarity of performance expectations and outcomes;

d. The promotion of learning and development in which the University provides opportunities for employees to engage in continuous learning; and

e. The opportunity for employees to build their strengths and capabilities to plan for their mid- to long-term careers.

70.3 Academic Staff only - The University requires academic staff to utilise the Academic Staff Performance Expectations and Outcomes Framework (ASPEO) for setting work objectives, clarifying role and performance expectations and reviewing performance outcomes.

70.4 Professional Staff only - the Management for Performance System will include a regular review of the position description of each Professional staff employee by the employee and the supervisor to ensure that the description remains current.

70.5 The Joint Staff Consultative Committee (JSCC) shall be consulted regarding any proposed changes to The Management for Performance System.
PART K  GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

71. GRIEVANCE RESOLUTION PROCEDURES

71.1 “Grievance” shall mean any type of problem, concern or complaint related to work of the work environment. A grievance can be about any act, behaviour, omission, situation or decision, which the employee perceives to be unfair or unjustified.

Nothing in this clause confers a right or remedy in relation to the termination of employment of an employee bound by this Agreement for a reason that is harsh, unjust or unreasonable.

71.2 These grievance procedures shall not be used to the extent that an appeal or review is available under the following:

- Clause 8 - Probation (Academic Staff only)
- Clause 36 - Unsatisfactory Performance (Academic Staff only)
- Clause 37 - Misconduct (Academic Staff only)
- Clause 25 - Redundancy (Academic Staff only)
- Clause 18 - Termination of Employment – Professional Staff
- Clause 19 - Termination of Employment – Academic Staff
- Clause 17 - Medical Fitness and Termination on the Grounds of Ill-health.
- Clause 33 - Classification of Professional Staff
- Clause 30 - Performance Related Incremental Progression
- Clause 72 - Disputes Resolution Procedures

Intent

71.3 The objective of these procedures is the avoidance and resolution of grievances by transparent processes based on the provision of information and explanation, consultation, cooperation and negotiation.

The resolution of grievances is essential for the effective operation of the University. The following procedures have been developed to encourage resolution of such matters through internal mechanisms in the first instance.

Procedure

71.4 When an employee has a grievance it should be dealt with locally, speedily and confidentially. The aggrieved employee should in the first instance attempt to resolve the grievance with the person concerned or his/her supervisor.

71.5 Where an attempt at a local resolution of the grievance has occurred but failed or where the circumstances make resolution impracticable, the employee may request a meeting with a Human Resources representative (and if requested) an employee representative and the employee’s supervisor.
71.6 If the matter cannot be resolved at this level, the employee or, where they so choose, their employee representative or the University representative may within five (5) working days or as otherwise agreed, arrange a conference of the parties to the grievance to discuss the matter further.

71.7 If the matter still remains unresolved it may then be notified to the relevant statutory tribunal for conciliation or adjudication on the merits. The parties to the grievance reserve the right to make whatever submissions or call whatever evidence to the tribunal they wish.

72. DISPUTE RESOLUTION PROCEDURES

It is agreed that all employees and the University have an interest in the proper application of the Agreement. These procedures shall apply to any dispute regarding any matter arising under this agreement or in relation to the National Employment Standards. Where any industrial dispute arises during the life of this Agreement:

72.1 In the first instance an accredited representative of the NTEU and the appropriate representative of Management shall discuss the dispute and attempt to reach agreement.

72.2 Where a dispute is not resolved under subclause 72.1, including where there is disagreement as to whether the dispute is capable of being dealt with under this procedure, a relevant senior officer or paid employee of the Union with the authority to resolve the dispute and a relevant senior employee of the University with authority to resolve the dispute shall meet within give (5) working days, unless agreed otherwise, and shall attempt to resolve the matter within five (5) working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

72.3 Until the procedures described in this clause have been exhausted, including those procedures below involving The Fair Work Commission (FWC) the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties shall not change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, the University shall not terminate a staff member where one of the issues in dispute relates to that termination.

72.4 Should the dispute not be resolved by the processes referred to in subclauses 72.1 and 72.2 or if either party fails to engage in the processes referred to in subclauses 72.1 and 72.2 of this Clause, the matter may, at the election of the referring party, being either the Union of the University, be referred to the FWC for resolution.

72.5 FWC may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of the FWC. Where FWC forms the view that the matter in dispute requires a mediator, conciliator or arbitrator with special expertise (e.g. intellectual property dispute), it may appoint such a person with such specialist expertise to prepare a report and recommendation to the FWC, or to determine the dispute.
72.6 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.

72.7 Where, as part of settling a dispute, the FWC forms the view that the Agreement has not properly been applied, and that a person bound by this Agreement has been consequently disadvantaged, it shall advise the parties what actions it believes are necessary to ensure the disadvantage is remedied. The parties shall implement those actions, other actions agreed in writing in substitution for them. Similarly, the parties shall implement any actions required as part of the resolution of a dispute achieved under this clause.
PART L OTHER PROVISIONS

73. STAFF REPRESENTATION AND CONSULTATION

73.1 The Joint Staff Consultative Committee (JSCC) shall oversee the implementation of this Agreement and shall be comprised of:
   a. three (3) employees nominated by the NTEU, and
   b. three(3) senior employees nominated by the University, and
   c. in addition both parties may have in attendance one nominated person who is not necessarily an employee of the University.

73.2 The objectives and roles of the JSCC are to consult and advise on:
   a. the implementation of this Agreement;
   b. priority activities;
   c. monitoring the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement;
   d. ensuring full consultation occurs prior to decision making on matters which impact on the working lives of employees; and
   e. increasing the quality of working life for all employees, particularly in the areas of employment security, job design, skill formation, training and the working environment (both physical and mental).

73.3 Subject to the operational requirements of the University, appropriate time release or workload allocation shall be provided to staff members to perform their role on the JSCC.

74. WORKPLACE BULLYING

74.1 Workplace bullying is a repetitive pattern or unprovoked, unwelcome hostile behaviour, or if serious and sustained, one instance of such behaviour, that inflicts or attempts to inflict injury, hurt, humiliation or discomfort.

74.2 Workplace bullying can occur between employees of the University, between students and employees or between members of the public and employees.

74.3 The University is committed to the reduction and eventual elimination of workplace bullying at the University. To achieve this, the University will continue to develop and support policy and procedures to combat workplace bullying.
75. **GENDER PAY EQUITY – ACADEMIC STAFF ONLY**

75.1 Any assessment of work value is to be approached on a gender-neutral basis and in the absence of assumptions based on gender.

75.2 Changes to pay and conditions may be applied for by an employee or groups of employees in a work area on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.

75.3 An application for changes to pay and conditions made on the basis that the relevant employee(s) believe the work to be undervalued on a gender basis must specifically detail the reasons for that belief and provide supporting evidence.

75.4 Remedies that may be applied by the University to address undervaluation on a gender basis may include one or more of the following approaches: reclassification of work; the establishment of career path; changes to incremental scales; or reassessments of definitions to ensure proper descriptions of work.

75.5 To assist with the implementation of this clause, the University commits to providing DIICCSRTE staff employment and salary data to all staff via a link on the website and to the JSCC.

76. **FAMILY FRIENDLY PROVISIONS**

The University is committed to providing a family friendly workplace. This commitment includes the accommodation of flexible working hours, and flexibility of times of usual breaks, as required for family purposes as far as is practicable.

**Family Room**

76.1 The University will use its best endeavours to provide a family room at the Mount Lawley and Bunbury campuses.

76.2 The family room is available for employees to bring children or other dependant family members into work when unable to arrange any alternative childcare or other care arrangements. The room is to be used for short-term emergency use only and not on an ongoing basis. Employees will be required to provide constant on hand supervision of their child or other dependant family member at all times in the family room.

76.3 Where the child or other dependant family member is ill, family carer’s leave should be utilised if possible. However, if the employee brings in an ill dependant family member, the dependant family member must not have an infectious disease. To ensure that the health of the other employees is not being jeopardised, a medical certificate must be provided if requested by the University.
Breastfeeding

76.4 An employee who is breastfeeding shall be entitled to negotiate with her supervisor breaks at her workplace for lactation purposes. Requirements for these purposes shall be negotiated with the supervisor.

76.5 The University agrees to provide a clean and private space for breastfeeding employees during these breaks.

Antenatal leave

76.6 An employee who is pregnant shall be entitled to up to one (1) week paid antenatal leave as prescribed in Clause 55 – Parental and Partner Leave, for the purposes of visits with registered health and allied health professionals, up until the commencement of parental leave.

77. INTELLECTUAL FREEDOM

77.1 Intellectual freedom is an essential feature of University work. The University is committed to the principles of protecting and promoting intellectual freedom within the University.

77.2 Intellectual freedom includes:

a. The rights of all employees of the University to participate in decision-making processes and structures within the University; including the right to express opinions about the operations of the University and higher education policy more generally.

b. The rights of academic employees to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research.

c. The right to participate in public debates and express opinions about issues and ideas related to their discipline area and about the University or higher education issues more generally.

d. The right of all employees to participate in professional and representative bodies and engage in community service without fear of harassment, intimidation or unfair treatment.

e. the right to express unpopular or controversial views, but this does not mean the right to harass, vilify or intimidate.

77.3 Employees shall:

a. Not disclose confidential matters

b. Not purport to speak on behalf of the University nor in any way suggest that the views expressed by them are those of the University unless expressly authorised by the University to do so, and shall in appropriate circumstances clearly state that the views expressed are their own.
c. Act in compliance with all legislation, and in particular legislation relating to equity, equal opportunity, affirmative action and diversity and University policies which facilitate the spirit and intent of these principles.

77.4 In relation to governance, the University will encourage employees to actively participate in the operation of the institution. The University will ensure that all governing bodies of the University operate in a transparent and accountable manner, encouraging freedom of expression and thought.

77.5 The University is bound by whistleblower protection under the Western Australian Public Interest Disclosure Act 2003. Employees who choose not to avail themselves of the procedures contained in the aforesaid Act, who feel victimised as a whistleblower, shall have the right to access the grievance provisions of this Agreement.

78. FLEXIBILITY TERM

This clause constitutes the Flexibility Term referred to in section 202 of the *Fair Work Act* 2009:

78.1 An employee shall be entitled to enter into an individual flexibility arrangement with the University about any of the following matters:

a. The taking of up to four (4) week’s additional purchased leave in addition to the four weeks annual leave provided for in Clause 47 – Purchased Leave.

b. The taking of additional leave without pay consequent upon the birth or adoption of a child, in addition to the leave provided for in Clause 55 – Parental and Partner Leave.

78.2 An individual flexibility arrangement made under this clause can vary the effect of Clauses 47 and 55.

78.3 The University shall ensure that in entering into an Individual Flexibility Arrangement;

a. It is genuinely agreed to by the University and the employee

b. It is about a ‘permitted matter’ and is not an ‘unlawful term’ as defined in the *Fair Work Act* 2009

c. The employee will be better off overall as a result of entering into the individual flexibility arrangement

d. The Individual Flexibility Arrangement does not require that anyone else approve it other than the employee and the University

e. The Individual Flexibility Arrangement may be terminated at any time by agreement in writing, and can be terminated unilaterally at 28 days notice.

f. The Individual Flexibility Arrangement is agreed to in writing and signed by the employee and the University.
79. UNION RIGHTS AND RESOURCES

79.1 The purpose of this clause is to allow employees to discuss any matters pertaining to their employment or matters, including disputes, arising under this Agreement, and for the purpose of facilitating the Union in informing and advising employees about their entitlements.

Union Facilities

79.2 The University shall provide the NTEU (ECU) Branch with the following services and facilities free of charge:

a. adequate office accommodation;
b. access to phone and e-mail facilities;
c. access to the Internet;
d. access to the University’s internal mail system.

79.3 The University shall provide a web link from the University’s website to the website of the NTEU (ECU) Branch.

79.4 The University acknowledges that reasonable union-related use of University-provided email and web access is an accepted aspect of working life at the University.

79.5 The University shall provide a union-designated noticeboard where practicable in each Work Unit. The Union will be permitted to post authorised union materials on these noticeboards.

Union Activities

79.6 The University recognises the right of Unions to organize and represent employees through their own workplace representative roles ("Union Representatives") established in accordance with the rules of the Union.

a. The University will recognise Union Representatives in the University and will allow them to carry out their role and functions;
b. The Union will advise the University in writing of the names of the Union Representatives in the University.
c. The University will provide the Union with the names of all Equal Opportunity and Occupational Health and Welfare representatives.

79.7 Accredited Union Representatives shall be allowed reasonable and appropriate time off for the conduct of union business during working hours:

a. to consult, liaise or negotiate with the Vice-Chancellor or representatives on matters of concern to the union;
b. to consult, meet and liaise with employees.

79.8 Leave of absence on full pay for up to ten (10) working days over two (2) years may be granted to Union Representatives for the purpose of attending approved union courses, seminars or conferences. Leave granted for these courses, seminars or conferences will count as service for all purposes.

79.9 For the purposes of interviewing, consulting and liaising with employees, authorised Union Officials shall have the right to enter the University to attend to union business.

Deductions of Union Dues

79.10 As a service to its employees, the University shall provide for the deduction of union dues from salary at a rate or amount advised from time-to-time as payable under the union’s rules, where this has been authorised by the employee either before or after the commencement of this agreement. There shall be no charge to the employee or the union for this service. The employee or the union shall be entitled to cancel the arrangement by advice in writing.

80. PERSONAL FILES

80.1 An employee shall be notified of documentation placed on their personal files and shall be entitled to examine, in the presence of a duly appointed officer of the University, all material maintained on their personal file.

80.2 Personal files shall contain official information kept within the University relating to that employee, except for forms relating to the Management for Performance System and Grievances.

81. AVAILABILITY OF AGREEMENT

This Agreement, as lodged, shall be available to employees through electronic media and hard copies shall be located with the Human Resources Services Centre.

82. PRESERVATION OF ACCRUED RIGHTS AND PRIVILEGES – PROFESSIONAL STAFF ONLY

No rights or entitlements currently provided to an employee under previous ECU Professional Staff Collective Agreements shall cease unless expressly provided for in this Agreement.
83. INTELLECTUAL PROPERTY – ACADEMIC STAFF ONLY

83.1 a. The University claims ownership of the Intellectual Property created by employees in the course of their duties.

b. Notwithstanding the above, the University will assign its Intellectual Property interests to the Originator in relation to works of the creative arts and to published books and articles, with the exception of those in which substantial University resources have been utilised in their creation (such as University funds, resources development services, University commissioned works, office equipment and supplies and secretarial services). The relevant line executive will determine whether ‘substantial University resources’ have been utilised, in accordance with established procedures.

c. The University will not normally seek to exercise its Intellectual Property rights over small-scale academic or creative publishing income.

83.2 Intellectual Property is determined according to the following principles:

a. As far as practicable, scholarly work should be made available in the public domain to advance knowledge and provide benefit to the community.

b. The University may exercise certain economic rights under common law and by statute to ownership of intellectual property that is created by members of staff in the course of their employment, including where the creation of intellectual property; involves substantial use of the University’s resources and/or services, uses pre-existing intellectual property owned by the University, is generated by a number of staff and or students and is managed by the University, or uses University funding.

c. Staff may have legitimate interests and expectations in relation to intellectual property that they create individually or collaboratively that includes: a ‘fair share’ in the commercial exploitation of intellectual property, ensuring that the integrity of research in the area of the property is properly recognised and safeguarded, due acknowledgement, and an input into the development of the property and participation in any further research and development of the property.

d. Independent of economic rights for intellectual property, employees have certain moral rights, including a right of attribution and a right of integrity.

84 ALLOWANCES

Employees shall be entitled to Motor Vehicle, Travelling and Camping allowances in accordance with Schedule 3.
Signed for and on behalf of Edith Cowan University by its authorised representative

Signed:

Professor Kerry O'Connor  
John Finlay-Jones

Acting Vice-Chancellor

Edith Cowan University

270 Joondalup Drive, Joondalup, WA, 6027.

University Statute No.6 Chief Executive Officer provides authority to sign.

Date:  
23 July 2013

Witnessed by:

Name of Witness (print):  
Phil McNeill

Address of Witness (print):  
96 870 Joondalup Drive

Joondalup, WA

Date:  
23 July 2013
Signed for and on behalf of the
National Tertiary Education Industry Union (NTEU) by its authorised representative

Signed: __________________________
Matthew McGowan
National Assistant Secretary
PO Box 1323, South Melbourne, VIC, 3205.

Authority to sign from registered rules of the NTEU, specifically Rule 21.

Date: 23 July, 2013

Witnessed by: __________________________

Name of Witness (print) ANASTASIA KOTAI DIS
Address of Witness (print) 120 CLARENDON ST, SOUTH MELBOURNE V1 C 3205

Date: 23 July, 2013
SCHEDULE 1 – SALARIES AND RATES

Part 1 – Professional Staff Salary Scales

<table>
<thead>
<tr>
<th>Description</th>
<th>Step</th>
<th>Year 2013</th>
<th>COLUMN A Salary as at Lodgement</th>
<th>COLUMN B 4% INCREASE</th>
<th>COLUMN C 4% INCREASE</th>
<th>COLUMN D 4% INCREASE</th>
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Part 2 – Academic Staff Salary Scales

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<th>JUL-13</th>
<th>JUL-14</th>
<th>JUL-15</th>
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***6 - Level A 006 is the minimum classification level for Academic staff with a PhD or Academic staff who are unit co-ordinators.
Part 3 – Casual Academic Salary Scales

<table>
<thead>
<tr>
<th>CODE</th>
<th>ACADEMIC ACTIVITY</th>
<th>COLUMN A Salary as at Lodgement Year 2013</th>
<th>COLUMN B 4% INCREASE Jul-13</th>
<th>COLUMN C 4% INCREASE Jul-14</th>
<th>COLUMN D 4% INCREASE Jul-15</th>
<th>COLUMN E 4% INCREASE Jul-16</th>
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<tbody>
<tr>
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<td>LECTURING</td>
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<td>Specialised Lecture</td>
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<tr>
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<td>(1hr delivery, 2 hrs associated work time)</td>
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<td></td>
<td>(applies to subsequent lectures or substantially the same matter within 7 days of original lecture)</td>
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<tr>
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<td>(1hr delivery, 2hrs associated work time)</td>
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<td>Supervision</td>
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<td>56.75</td>
<td>59.02</td>
<td>61.38</td>
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<tr>
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<td>(Arts and Design)</td>
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<tr>
<td>CODE</td>
<td>ACADEMIC ACTIVITY</td>
<td>COLUMN A Salary as at Lodgement Year 2013</td>
<td>COLUMN B 4% INCREASE Jul-13</td>
<td>COLUMN C 4% INCREASE Jul-14</td>
<td>COLUMN D 4% INCREASE Jul-15</td>
<td>COLUMN E 4% INCREASE Jul-16</td>
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<td>-----------------------------</td>
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<td>Simple Marking</td>
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<td>42.14</td>
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<tr>
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<td>Complex Marking</td>
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<td>56.75</td>
<td>59.02</td>
<td>61.38</td>
<td>63.84</td>
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<tr>
<td>CODE</td>
<td>ACADEMIC ACTIVITY</td>
<td>COLUMN A Salary as at Lodgement Year 2013</td>
<td>COLUMN B 4% INCREASE Jul-13</td>
<td>COLUMN C 4% INCREASE Jul-14</td>
<td>COLUMN D 4% INCREASE Jul-15</td>
<td>COLUMN E 4% INCREASE Jul-16</td>
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<td>Other Required Academic Activity (see page 9 of the schedule)</td>
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<td>40.52</td>
<td>42.14</td>
<td>43.82</td>
<td>45.58</td>
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<tr>
<td>A33</td>
<td>Writing units (per hour)</td>
<td>54.57</td>
<td>56.75</td>
<td>59.02</td>
<td>61.38</td>
<td>63.84</td>
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<tr>
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<td>243.14</td>
<td>252.87</td>
<td>262.98</td>
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<td>Community Programs</td>
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<td>95.92</td>
<td>99.75</td>
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<td></td>
<td>Practical Supervision</td>
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<tr>
<td>008</td>
<td>Practice Supervision</td>
<td>37.60</td>
<td>39.10</td>
<td>40.67</td>
<td>42.29</td>
<td>43.99</td>
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<tr>
<td>A24</td>
<td>Music Accompanying (1hr delivery, 1 hr preparation time)</td>
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<td>84.29</td>
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<td>84.29</td>
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<td>Individual Tuition</td>
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<td>81.05</td>
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<td>87.66</td>
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<td>Repetiteur</td>
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<td>56.75</td>
<td>59.02</td>
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<td>63.84</td>
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<tr>
<td>A8</td>
<td>Demonstration</td>
<td>38.96</td>
<td>40.52</td>
<td>42.14</td>
<td>43.82</td>
<td>45.58</td>
</tr>
</tbody>
</table>
a) **Online Tutoring (Academic)**

Step 1: Hours to be paid

No. of students enrolled/ 8 = hours to be paid

(if less than eight (8) students, one (1) hour is paid)

Step 2: Weekly rate

Weekly rate is calculated in accordance with the following:

the first three (3) hours are paid at the tutorial rate (A.5), hours thereafter are paid at repeat tutorial rate (A.6).

Step 3: Total payment

(weekly rate) x (number of weeks of teaching period) + 2 weeks = total payment

b) **Marking (Academic)**

Separate payment will be made for all marking. Marking of student assessment items may or may not require feedback, and within these categories may be simple, standard or complex.

1. **Marking of student assessment that does not require feedback**

1.1 Marking is simple when the marker is able to recognize the correct answer by application of a marking template, and is required to do no more than record which answers are correct and determine the marks for each and the overall mark for the assessment.

1.2 Marking is complex when the marker is required to exercise substantial academic judgment in the evaluation of the assessment.

1.3 Other marking is standard marking.

1.4 Marking of student assessment will be paid on an hourly basis calculated in accordance with the following table:

<table>
<thead>
<tr>
<th>Type of Marking</th>
<th>Marking Rate</th>
<th>Current Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple marking</td>
<td>6-8 pieces of assessment per hour</td>
<td>38.96</td>
</tr>
<tr>
<td>Standard marking</td>
<td>4-5 pieces of assessment per hour</td>
<td>46.59</td>
</tr>
<tr>
<td>Complex marking</td>
<td>3 pieces of assessment per hour</td>
<td>54.57</td>
</tr>
</tbody>
</table>

2. **Marking of student assessment that does require feedback**

2.1 Marking is simple when the marker is easily able to recognize the correct answer, and is required to provide brief feedback.
2.2 Marking is complex when the marker is required to exercise substantial academic judgement and to give detailed feedback to the students explaining how their work might have been improved, such that a student who learned from this feedback could improve their mark in any similar future assignment.

2.3 Standard marking refers to marking which includes brief feedback and does not require detailed analysis.

2.4 Marking of student assessment will be paid on an hourly basis calculated in accordance with the following table:

<table>
<thead>
<tr>
<th>Type of Marking</th>
<th>Marking Rate</th>
<th>Current Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple marking</td>
<td>5-6 pieces of assessment per hour</td>
<td>38.96</td>
</tr>
<tr>
<td>Standard marking</td>
<td>3-4 pieces of assessment per hour</td>
<td>46.59</td>
</tr>
<tr>
<td>Complex marking</td>
<td>2 pieces of assessment per hour</td>
<td>54.57</td>
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C) Other

<table>
<thead>
<tr>
<th>Other Required Academic Activity (A31)</th>
<th>The minimum payment per session is for the number of hours worked on the activity plus an additional payment of 1 hour for preparation.</th>
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<tbody>
<tr>
<td></td>
<td>Other Required Academic Activity includes:</td>
</tr>
<tr>
<td></td>
<td>• Practical classes</td>
</tr>
<tr>
<td></td>
<td>• Workshops</td>
</tr>
<tr>
<td></td>
<td>• Student field excursions</td>
</tr>
<tr>
<td></td>
<td>• Clinical sessions</td>
</tr>
<tr>
<td></td>
<td>• Attendance required at university meetings</td>
</tr>
<tr>
<td></td>
<td>• Development of teaching and subject materials (e.g. subject guides, reading lists, basic activities associated with subject coordination)</td>
</tr>
<tr>
<td></td>
<td>• Attendance at training programs and induction sessions</td>
</tr>
<tr>
<td></td>
<td>• Activities associated with performance and visual arts classes.</td>
</tr>
<tr>
<td></td>
<td>38.96</td>
</tr>
</tbody>
</table>

| Writing Units (A33) | (per hour) | 54.57 |

| Unit Coordination   | Minimum payment of 2 hours per week for 17 weeks per semester at the normal tutorial rate (i.e. $233.40). Unit coordination can be undertaken by casual academic staff only in accordance with sub-clause 6.5.2.3. | 116.70 |

| Practice Supervision (008) | (per hour) | 37.60 |
## SCHEDULE 2 - CLASSIFICATION STANDARDS AND STRUCTURE

### PART I - PROFESSIONAL STAFF CLASSIFICATION STRUCTURE

#### DEFINITION 1: SUPERVISION

<table>
<thead>
<tr>
<th>Classification</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td><strong>CLOSE SUPERVISION</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>ROUTINE SUPERVISION</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>GENERAL DIRECTION</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>BROAD DIRECTION</strong></td>
<td>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.</td>
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#### DEFINITION 2: QUALIFICATIONS (Within the Australian Qualifications Framework)

<table>
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<th>Qualification</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>YEAR 12</strong></td>
<td>Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.</td>
</tr>
<tr>
<td><strong>TRADE CERTIFICATE</strong></td>
<td>Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.</td>
</tr>
<tr>
<td><strong>POST-TRADE CERTIFICATE</strong></td>
<td>A course of study over and above a trade certificate and less than a Certificate IV.</td>
</tr>
<tr>
<td><strong>CERTIFICATES I AND II</strong></td>
<td>Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.</td>
</tr>
<tr>
<td><strong>CERTIFICATE III</strong></td>
<td>A course that provides a range of well-developed skills and is comparable to a trade certificate.</td>
</tr>
<tr>
<td><strong>CERTIFICATE IV</strong></td>
<td>A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.</td>
</tr>
<tr>
<td><strong>DIPLOMA</strong></td>
<td>A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.</td>
</tr>
<tr>
<td><strong>ADVANCED DIPLOMA</strong></td>
<td>A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.</td>
</tr>
<tr>
<td><strong>DEGREE</strong></td>
<td>A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.</td>
</tr>
<tr>
<td><strong>POSTGRADUATE DEGREE</strong></td>
<td>A recognised postgraduate degree, over and above a degree as defined above.</td>
</tr>
</tbody>
</table>

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

#### DEFINITION 3: CLASSIFICATION DIMENSIONS

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRAINING LEVEL</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>OCCUPATIONAL EQUIVALENT</strong></td>
<td>Examples of occupations typically falling within each classification level.</td>
</tr>
<tr>
<td><strong>LEVEL OF SUPERVISION</strong></td>
<td>This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.</td>
</tr>
<tr>
<td><strong>TASK LEVEL</strong></td>
<td>The type, complexity and responsibility of tasks typically performed by employees within each classification level.</td>
</tr>
<tr>
<td><strong>ORGANISATIONAL</strong></td>
<td>The level of knowledge and awareness of the organisation, its structure and functions that...</td>
</tr>
<tr>
<td>KNOWLEDGE:</td>
<td>would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING:</td>
<td>Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.</td>
</tr>
<tr>
<td>TYPICAL ACTIVITIES:</td>
<td>Examples of activities typically undertaken by employees in different occupations at each of the classification levels.</td>
</tr>
</tbody>
</table>
## HIGHER EDUCATION WORKER

<table>
<thead>
<tr>
<th>DESCRIPTOR</th>
<th>Level 1</th>
<th>Level 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training level or qualifications</td>
<td>Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall 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, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.</td>
<td>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.</td>
</tr>
<tr>
<td>Occupational equivalent</td>
<td>Cleaner, labourer, trainee for level 2 duties.</td>
<td>Administrative assistant, security patrol officer.</td>
</tr>
<tr>
<td>Level of supervision</td>
<td>Close supervision or, in the case of more experienced employees working alone, routine supervision.</td>
<td>Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).</td>
</tr>
<tr>
<td>Task level</td>
<td>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.</td>
<td>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</td>
</tr>
<tr>
<td>Organisational knowledge</td>
<td>May provide straightforward information to others on building or service locations.</td>
<td>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.</td>
</tr>
<tr>
<td>Judgement, independence and problem solving</td>
<td>Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.</td>
<td>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</td>
</tr>
<tr>
<td>Typical activities</td>
<td>Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.</td>
<td>Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data</td>
</tr>
</tbody>
</table>
entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

<table>
<thead>
<tr>
<th>DESCRIPTOR</th>
<th>Level 3</th>
<th>Level 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training level or qualifications</td>
<td>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, or completion of Year 12 or a Certificate II, with relevant work experience, or an equivalent combination of relevant experience and/or education/training. Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</td>
<td>Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: completion of a diploma level qualification with relevant work related experience, or completion of a Certificate IV with relevant work experience, or completion of a post-trades certificate and extensive relevant experience and on the job training, or completion of a Certificate III with extensive relevant work experience, or an equivalent combination of relevant experience and/or education/training.</td>
</tr>
<tr>
<td>Occupational equivalent</td>
<td>Tradesperson, technical assistant/technical trainee, administrative assistant.</td>
<td>Technical officer or technician, administrative above Level 3, advanced tradespersons.</td>
</tr>
<tr>
<td>Level of supervision</td>
<td>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.</td>
<td>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.</td>
</tr>
<tr>
<td>Task level</td>
<td>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.</td>
<td>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</td>
</tr>
<tr>
<td>Organisational knowledge</td>
<td>Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</td>
<td>Perform tasks/assignments which require proficiency in the work area’s rules, regulations, processes and techniques, and how they interact with other related functions.</td>
</tr>
<tr>
<td>Judgement, independence and problem solving</td>
<td>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</td>
<td>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative positions, provide factual advice which requires proficiency in the work area’s rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</td>
</tr>
<tr>
<td>Typical activities</td>
<td>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. In technical assistant positions: assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments</td>
<td>In trades positions: work on complex engineering or interconnected electrical circuits exercise high precision trades skills using various materials and/or specialised techniques. In technical positions: develop new equipment to criteria developed and specified by others, under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and</td>
</tr>
</tbody>
</table>
monitor experiments for report to a technical officer
assist with the preparation of specimens
assist with the feeding and care of animals.
Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In administrative positions, perform a range of administrative support tasks including:
standard use of a range of desk-top 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, process accounts for payment.

demonstrations
demonstrate the use of equipment and prepare reports of a technical nature as directed.
In library technician positions: undertake copy cataloguing
use a range of bibliographic databases
undertake acquisitions
respond to reference inquiries.
In administrative positions:
may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems
plan and set up spreadsheets or data base applications
be responsible for providing a full range of secretarial services, e.g. in a Work Unit
provide advice to students on enrolment procedures and requirements
administer enrolment and course progression records.

<table>
<thead>
<tr>
<th>DESCRIPTOR</th>
<th>Level 5</th>
<th>Level 6</th>
</tr>
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</table>
| 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 1 years 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. | Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
  a degree with subsequent relevant experience, or extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training. |
<p>| 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. | Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor. |
| Level of supervision | In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other employees. | In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees. |
| Task level | 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. | 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 |</p>
<table>
<thead>
<tr>
<th>DESCRIPTOR</th>
<th>Level 7</th>
<th>Level 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training level or qualifications</td>
<td>Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: &lt;br&gt;a degree with at least 4 years subsequent relevant experience, or &lt;br&gt;extensive experience and management expertise in technical or administrative fields, or</td>
<td>Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: &lt;br&gt;postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or &lt;br&gt;extensive experience and management expertise,</td>
</tr>
<tr>
<td><strong>Occupational equivalent</strong></td>
<td>Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex Work Unit.</td>
<td>Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; researcher.</td>
</tr>
<tr>
<td>----------------------------</td>
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<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Level of supervision</strong></td>
<td>Broad direction. May manage other employees including administrative, technical and/or professional employees.</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Task level</strong></td>
<td>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.</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Organisational knowledge</strong></td>
<td>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</td>
<td>The employee would 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.</td>
</tr>
<tr>
<td><strong>Judgement, independence and problem solving</strong></td>
<td>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.</td>
<td>Responsible for program development and implementation. Provide strategic support and advice (e.g., to Work Units) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</td>
</tr>
<tr>
<td><strong>Typical activities</strong></td>
<td>In a library, combine specialist expertise and responsibilities for managing a library function. In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication. In technical manager positions, the management of teaching and research facilities for a department or school. In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research. In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</td>
<td>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources. Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity. Manage a small or specialised unit where significant innovation, initiative and/or judgement are required. Provide senior administrative support to the Work Unit of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the Work Unit.</td>
</tr>
<tr>
<td><strong>DESCRIPTOR</strong></td>
<td>Level 9</td>
<td>Level 10</td>
</tr>
</tbody>
</table>
| Training level or qualifications | Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:
proven expertise in the management of significant human and material resources; in addition to, in some areas, postgraduate qualifications and extensive relevant experience. |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Level of supervision</td>
<td>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.</td>
</tr>
<tr>
<td>Task level</td>
<td>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.</td>
</tr>
<tr>
<td>Organisational knowledge</td>
<td>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.</td>
</tr>
<tr>
<td>Judgement, independence and problem solving</td>
<td>Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to Work Units 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.</td>
</tr>
<tr>
<td>Typical activities</td>
<td>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources. Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements. Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupational equivalent</th>
<th>Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; senior researcher.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior program, research or administrative manager</td>
<td></td>
</tr>
</tbody>
</table>

| Typical activities | Manage a large functional unit with a diverse or complex set of functions and significant resources. Manage a more complex function or unit where significant innovation, initiative and/or judgement are required. Provide senior administrative support to the most complex Work Units in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy|

| Typical activities | Manage a large functional unit with a diverse or complex set of functions and significant resources. Manage a more complex function or unit where significant innovation, initiative and/or judgement are required. Provide senior administrative support to the most complex Work Units in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy.
| Provide senior administrative support to the more complex Work Units, taking into account the size, budget, course structure, external activities and management practices within the Work Unit. | and financial management responsibilities to this position. |
### PART 2 - ACADEMIC STAFF CLASSIFICATION STANDARDS

<table>
<thead>
<tr>
<th>LEVEL A</th>
<th>LEVEL B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL STANDARD</strong></td>
<td>A Level A employee is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.</td>
</tr>
<tr>
<td><strong>LEVEL A</strong></td>
<td><strong>LEVEL B</strong></td>
</tr>
<tr>
<td><strong>GENERAL STANDARD</strong></td>
<td>A Level B employee is expected to make contributions to the teaching effort of the institution, and to carry out activities to maintain and develop his/her professional activities relevant to the profession or discipline.</td>
</tr>
<tr>
<td><strong>SKILL BASE</strong></td>
<td>Associate Lecturers (Level A) will normally have completed four years of tertiary study in the relevant discipline and/or have relevant qualifications and/or professional, performance or creative experience. Preferably, they will have at least a Masters qualification and be studying for a PhD. Associate Lecturers typically work with the support and direction of more senior employees, but will show increasing independence in their academic work when they are considered for promotion to Lecturer. They are expected to participate in academic unit administrative activities, but are not expected to take a major role. Lecturers (Level B) will normally have a PhD and/or have relevant and/or professional, performance or creative works and/or experience. Teaching activities include initiation and development of unit materials and may include the supervision of honours and research students. Applicants should show evidence of independence and initiative in research, applied or creative works. They are expected to undertake a range of Academic Unit administrative activities, primarily associated with his/her teaching activities.</td>
</tr>
<tr>
<td><strong>SPECIFIC DUTIES</strong></td>
<td>Specific duties required of a Lecturer (Level A) may include:</td>
</tr>
<tr>
<td>• Specific duties required of a Lecturer (Level A) may include:</td>
<td></td>
</tr>
<tr>
<td>• The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.</td>
<td></td>
</tr>
<tr>
<td>• The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.</td>
<td></td>
</tr>
<tr>
<td>• The conduct of research.</td>
<td></td>
</tr>
<tr>
<td>• Involvement of professional activity.</td>
<td></td>
</tr>
<tr>
<td>• Consultation with students.</td>
<td></td>
</tr>
<tr>
<td>• Marking and assessment primarily connected with subjects in which the employee teaches.</td>
<td></td>
</tr>
<tr>
<td>• Production of teaching materials for students for whom the employee has responsibility.</td>
<td></td>
</tr>
<tr>
<td>• Development of subject material with appropriate guidance from the subject or course coordinator.</td>
<td></td>
</tr>
<tr>
<td>• Limited administrative functions primarily connected with subjects in which the employee teaches.</td>
<td></td>
</tr>
<tr>
<td>• Acting as subject coordinators provided that skills and experience demonstrate this capacity.</td>
<td></td>
</tr>
<tr>
<td>• Attendance at academic unit meetings and/or membership of a limited number of Committees.</td>
<td></td>
</tr>
<tr>
<td>A Lecturer (Level A) shall work with support and direction from employees classified at Lecturer and above and with an increasing degree of autonomy as the employee gains in skill and experience.</td>
<td></td>
</tr>
<tr>
<td>A Lecturer (Level A) will not be required to teach primarily in subjects which are offered only at Masters level or above.</td>
<td></td>
</tr>
<tr>
<td>Specific duties required of a Lecturer (Level B) may include:</td>
<td></td>
</tr>
<tr>
<td>• The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.</td>
<td></td>
</tr>
<tr>
<td>• Initiation and development of subject material.</td>
<td></td>
</tr>
<tr>
<td>• Acting as subject coordinators.</td>
<td></td>
</tr>
<tr>
<td>• The preparation and delivery of lectures and seminars.</td>
<td></td>
</tr>
<tr>
<td>• Supervision of the program of study of honours students or of postgraduate students engaged in course work.</td>
<td></td>
</tr>
<tr>
<td>• Supervision of major honours or postgraduate research projects.</td>
<td></td>
</tr>
<tr>
<td>• The conduct of research.</td>
<td></td>
</tr>
<tr>
<td>• Involvement in professional activity.</td>
<td></td>
</tr>
<tr>
<td>• Development of course material with appropriate advice from and support of more senior employees.</td>
<td></td>
</tr>
<tr>
<td>• Marking and assessment.</td>
<td></td>
</tr>
<tr>
<td>• Consultation with students.</td>
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</tr>
<tr>
<td>• A range of administrative functions the majority of which are connected with the subjects in which the employee teaches.</td>
<td></td>
</tr>
<tr>
<td>• Attendance at academic unit meetings and/or membership of a number of committees.</td>
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</tbody>
</table>
The most complex level of subject coordination should not be carried out by a Lecturer (Level A).

<table>
<thead>
<tr>
<th>LEVEL C</th>
<th>LEVEL D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL STANDARD</strong></td>
<td>A Level D employee is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within his/her profession or discipline. Academics at this level may be appointed in recognition of distinction in his/her disciplinary area.</td>
</tr>
<tr>
<td><strong>SKILL BASE</strong></td>
<td>A Level D employee is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within his/her profession or discipline. Academics at this level may be appointed in recognition of distinction in his/her disciplinary area.</td>
</tr>
<tr>
<td><strong>SPECIFIC DUTIES</strong></td>
<td>Specific duties required of an Associate Professor may include:</td>
</tr>
<tr>
<td></td>
<td>• The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.</td>
</tr>
<tr>
<td></td>
<td>• Initiation and development of course material.</td>
</tr>
<tr>
<td></td>
<td>• Course coordination.</td>
</tr>
<tr>
<td></td>
<td>• The preparation and delivery of lectures and seminars.</td>
</tr>
<tr>
<td></td>
<td>• Supervision of major honours or postgraduate research projects.</td>
</tr>
<tr>
<td></td>
<td>• Supervision of the program of study of honours students and of postgraduate students engaged in course work.</td>
</tr>
<tr>
<td></td>
<td>• The conduct of research.</td>
</tr>
<tr>
<td></td>
<td>• Significant role in research projects including, where appropriate, leadership of a research team.</td>
</tr>
<tr>
<td></td>
<td>• Involvement in professional activity.</td>
</tr>
<tr>
<td></td>
<td>• Consultation with students.</td>
</tr>
<tr>
<td></td>
<td>• Broad administrative functions.</td>
</tr>
<tr>
<td></td>
<td>• Marking and assessment.</td>
</tr>
<tr>
<td></td>
<td>• Attendance at academic unit meetings and a major role in planning or committee work.</td>
</tr>
</tbody>
</table>

Specific duties required of a Senior Lecturer may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at academic unit meetings and a major role in planning or committee work.
## LEVEL E

### GENERAL STANDARD

A Level E employee is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

### SKILL BASE

A Professor shall have the same skill base as an Associate Professor but will be recognised as a leading authority in the relevant discipline area.

### SPECIFIC DUTIES

Specific duties required of a Professor may include:

- Contribute to the strategic and academic leadership in his/her Academic Unit and the University in one of the following areas:
- Curriculum, Teaching & Learning (e.g., as Associate Deans [Curriculum, Teaching and Learning], as coordinators of major courses and exemplary teaching activities).
- Research (e.g., as Associate Dean [Research], as a Director of a Centre and/or by exemplary personal achievement in research grants, publications, supervision, etc).
- University Service (e.g., as member of the University Executive, Head of Academic Unit or Associate Dean/Director).
- Community Service (e.g., as Associate Dean/Director or International or Commercial or by significant entrepreneurial work in pursuit of international and commercial benefits for the University).
- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational units within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.
### RESEARCH ONLY

<table>
<thead>
<tr>
<th>SKILL BASE</th>
<th>LEVEL A</th>
<th>LEVEL B</th>
<th>LEVEL C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Level A employee shall have completed 4 years of tertiary study in the relevant discipline and/or equivalent qualifications and/or professional experience. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, and professional contributions to technical achievement. A Level A employee is expected to have an honours degree or higher qualifications, an extended professional degree, or a three (3) year degree with a postgraduate diploma.</td>
<td>A Level B employee shall have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, and professional contributions to technical achievement.</td>
<td>A Level C employee shall have advanced qualifications and/or recognised significant experience in the relevant discipline area. In determining experience relative to qualifications, regard will be had to criteria outlined in Level A and Level B above. In addition, a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. A Level C employee shall normally require a doctoral qualification or equivalent accreditation and standing. The employee shall be able to provide leadership to a large research team.</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 3 - ALLOWANCES

1. MOTOR VEHICLE ALLOWANCES

1.1 An employee using a private motor vehicle for travelling on authorised University business shall be paid a Motor Vehicle Allowance in accordance with Table 1 – Allowances, provided Schedule 4 – Miscellaneous Matters does not apply.

1.2 The University may authorise a commuted amount for the hire of a motor vehicle or any other conveyance belonging to an employee.

TABLE 1: MOTOR VEHICLE ALLOWANCES

Rest of the State means that area of the State of Western, Australia south of 23.5 degrees south latitude, excluding the Metropolitan area and the South West Land Division.

South West Land Division means the South West Land Division as defined by Section 28 of the Land ACL, 1933-1972 excluding the area contained within the Metropolitan Area.

<table>
<thead>
<tr>
<th>AREA DETAILS</th>
<th>RATE (CENTS) PER KILOMETRE / ENGINE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Displacement (in cubic centimetres)</td>
</tr>
<tr>
<td></td>
<td>Over 2600cc</td>
</tr>
<tr>
<td></td>
<td>Over 1600cc to 2600cc</td>
</tr>
<tr>
<td></td>
<td>1600cc and under</td>
</tr>
<tr>
<td>Metropolitan Area</td>
<td>89.5</td>
</tr>
<tr>
<td>South West Land Division</td>
<td>91</td>
</tr>
<tr>
<td>North of 23.5° South Latitude</td>
<td>98.6</td>
</tr>
<tr>
<td>Rest of the State</td>
<td>94.3</td>
</tr>
</tbody>
</table>

Motor Cycle Allowance

<table>
<thead>
<tr>
<th>RATE PER KILOMETRE</th>
<th>31 cents</th>
</tr>
</thead>
</table>

2. TRAVELLING AND CAMPING ALLOWANCES

2.1 Employees who travel on University business may be issued with a corporate credit card upon which they should incur any business related expense in accordance with University policies.

2.2 All expenses relating to hotel stays and other foreseen expenses shall be booked and paid for by the University in advance of the employee travelling. Accommodation shall be of a reasonable standard.
2.3 Where an employee is not issued with a corporate credit card or an employee is not able to use a corporate card due to remoteness or unavailability of a facility, the employee shall be entitled to the relevant allowance specified in Table 2 – Travelling Allowances.

2.4 Where the relevant allowance in Table 2 – Travelling Allowances does not cover the agreed expenses for an overnight stay and the corporate card cannot be used, the employee shall receive reimbursement for such expenses in lieu of receiving the relevant allowance.

2.5 Other than in extenuating circumstances, all claims for cash reimbursement must be submitted within fourteen (14) days of return from travel accompanied with sign off from the delegated financial authority.

2.6 Subject to University policy, an employee who is stationed at a camp shall be paid a Camping Allowance in accordance with Table 3 – Camping Allowances.

### TABLE 2: TRAVELLING ALLOWANCES

*An original tax invoice / receipt must be obtained for all travel related expenditure and submitted to the University with an employee’s reimbursement claim.*

<table>
<thead>
<tr>
<th>Meals</th>
<th>WA – South of 26 degrees south latitude</th>
<th>WA – North of 26 degrees south latitude</th>
<th>Interstate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$16.10</td>
<td>$19.90</td>
<td>$19.90</td>
</tr>
<tr>
<td>Lunch</td>
<td>$27.45</td>
<td>$31.80</td>
<td>$31.80</td>
</tr>
<tr>
<td>Dinner</td>
<td>$42.75</td>
<td>$49.75</td>
<td>$49.75</td>
</tr>
</tbody>
</table>

### TABLE 3: CAMPING ALLOWANCE

| If South of the 26° South Latitude: | $51.10 per day. |
| If North of the 26° South Latitude: | $67.75 per day. |

3. **REVIEW OF ALLOWANCES**

The rates prescribed in this clause shall be considered by the JSCC and amendments, if required, shall be suggested to the University on an annual basis. The University may increase the rates prescribed by this clause where it is satisfied that they are inadequate having regard to sector standards.
SCHEDULE 4 – MISCELLANEOUS MATTERS (PROFESSIONAL STAFF ONLY)

PART 1 - RECREATION CENTRES JOONDALUP AND MT LAWLEY

Rates of Pay

The working hours or days or week are to be mutually agreed between the employee and the University and expressed by written agreement. Penalty rates shall apply to any hours worked outside the agreed hours in accordance with the following schedules:

(a) Monday to Friday 6.00am to 7.00pm, normal rates of pay;
(b) Monday to Friday before 6.00am and after 7.00pm, an additional flat rate of $1.85 per hour worked;
(c) The first four (4) hours worked on any Saturday or Sunday, normal hourly rate plus 20%;
(d) Hours worked in excess of four on Saturday or Sunday, normal hourly rate plus 50%;
(e) Public Holidays, normal hourly rate plus 150%.

Casual Loading

Casual employees shall be paid a loading in lieu of all paid leave and public holidays. Due to the nature of work and industry standards associated with ECU Sports and Recreation Centre, casual loading shall be 20% in addition to the ordinary rate of pay.

Superannuation

(i) Casual Employees whose wages are $450 or more per calendar month, receive a 9% (or the Superannuation Guarantee Charge whichever is the greater) employer contribution to the UniSuper Fund Administrator.

(ii) Casual Employees whose wages are less than $450 per month but work 100 or more hours in a six month period, receive a 3% employer contribution to the UniSuper Fund Administrator.

(iii) The University may exercise its options under UniSuper’s flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper’s rules and arrangements.
PART 2 - SURVEY RESEARCH CENTRE AND VARIO INSTITUTE

A. Survey Research Centre - Market Research Interviewers,

The section is only applicable to Professional staff members employed casually in the Survey Research Centre.

Subject to Span of Hours and Minimum Engagement below, the working hours are to be mutually agreed between the employee and the University in a written agreement.

Salary Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>HEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td>1.2</td>
</tr>
<tr>
<td>Interviewers</td>
<td>2.1</td>
</tr>
<tr>
<td>Interviewers - Competent</td>
<td>2.2</td>
</tr>
<tr>
<td>Supervisors and Field Interviewers</td>
<td>3.2</td>
</tr>
</tbody>
</table>

A casual loading of 25% will be paid in lieu of entitlements specifically excluded from this Schedule including all leave entitlements, penalties, overtime and loadings as prescribed elsewhere in this agreement.

Span of Hours

6:00am to 9:30pm Weekdays
9.30am to 6.00pm Weekends

Breaks

Ten (10) minutes paid per 4.5 hours worked in a shift
Engagements in excess of 4.5 hours – an additional 30 minutes unpaid meal break

Classifications

Staff are ‘Trainees’ for the first 30 hours of employment.
Staff are ‘Interviewers’ for the next 31 – 50 hours of employment.
Staff are ‘Interviewers – Competent’ after 50 hours of employment

Minimum Engagement

The Minimum engagement for all casual employees of the Survey Research Centre is three (3) hours.
Superannuation

(i) Casual Employees whose wages are $450 or more per calendar month, receive a 9% (or the Superannuation Guarantee Charge whichever is the greater) employer contribution to the UniSuper Fund Administrator.

(ii) Casual Employees whose wages are less than $450 per month but work 100 or more hours in a six month period, receive a 3% employer contribution to the UniSuper Fund Administrator.

(iii) The University may exercise its options under UniSuper’s flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper’s rules and arrangements.

B. Vario Institute

This section is only applicable to casual employees appointed to provide Allied Health Services for the Vario Wellness Clinic (VWC). The rates of pay include a loading in lieu of entitlements specifically excluded from this Schedule including all leave entitlements, penalties, overtime and loadings as prescribed elsewhere in this agreement. The pay rates will increase in accordance with the percentage increases in Clause 26 – Salaries.

Group 1: Allied Health Professionals
(Exercise Physiologists, Dieticians, Psychologists, Physiotherapists & Occupational Therapists)

<table>
<thead>
<tr>
<th>Level</th>
<th>Practitioner Qualification</th>
<th>VWC hourly Rate (including casual loading)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3rd (+) year student practitioner</td>
<td>$25.02</td>
</tr>
<tr>
<td>2</td>
<td>Qualified practitioner: up to 2 years experience</td>
<td>$29.57</td>
</tr>
<tr>
<td>3</td>
<td>Qualified practitioner: 2-5 years experience</td>
<td>$36.39</td>
</tr>
<tr>
<td>4</td>
<td>Qualified practitioner: 5+ years experience</td>
<td>$43.21</td>
</tr>
<tr>
<td>5</td>
<td>Accredited practitioner: up to 2 years experience</td>
<td>$43.21</td>
</tr>
<tr>
<td>6</td>
<td>Accredited practitioner: 2-5 years experience</td>
<td>$53.45</td>
</tr>
<tr>
<td>7</td>
<td>Accredited practitioner: 5+ years experience</td>
<td>$64.83</td>
</tr>
</tbody>
</table>

Group 2: Allied Health Professionals
(Clinical Psychologists)

<table>
<thead>
<tr>
<th>Level</th>
<th>Practitioner Qualification</th>
<th>VWC hourly Rate (including casual loading)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3rd (+) year student practitioner</td>
<td>$25.02</td>
</tr>
<tr>
<td>2</td>
<td>Qualified practitioner: up to 2 years experience</td>
<td>$56.86</td>
</tr>
<tr>
<td>3</td>
<td>Qualified practitioner: 2-5 years experience</td>
<td>$68.23</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Rate</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>4</td>
<td>Qualified practitioner: 5+ years experience</td>
<td>$85.29</td>
</tr>
<tr>
<td>5</td>
<td>Accredited practitioner: up to 2 years experience</td>
<td>$85.29</td>
</tr>
<tr>
<td>6</td>
<td>Accredited practitioner: 2-5 years experience</td>
<td>$102.35</td>
</tr>
<tr>
<td>7</td>
<td>Accredited practitioner: 5+ years experience</td>
<td>$113.72</td>
</tr>
</tbody>
</table>

**Descriptors**

**Level 1**
Programme Assistants (current ECU Undergraduate students in relevant discipline areas, but not whilst completing course requirements, e.g. on placement). Level 1 = 3rd year of study (or equivalent) or 4th year of study (or equivalent). These students can assist in group activities under supervision from a Qualified or Accredited Practitioner.

**Levels 2, 3 and 4**
Qualified Practitioners with up to 2 years work experience, or a minimum of 2 or 5 years relevant experience respectively (or equivalent) who do not meet the requirements for providing services in their discipline which require accreditation with a relevant agency.

**Levels 5, 6 and 7**
Accredited Practitioners with a minimum of 2, 5 or 10 years relevant experience respectively (or equivalent) and full accreditation with the appropriate professional body and registered with Medicare.

**Superannuation**

(i) Casual Employees whose wages are $450 or more per calendar month, receive a 9% (or the "Superannuation Guarantee Charge" whichever is the greater) employer contribution to the UniSuper Fund Administrator.

(ii) Casual Employees whose wages are less than $450 per month but work 100 or more hours in a six month period, receive a 3% employer contribution to the UniSuper Fund Administrator.

(iii) The University may exercise its options under UniSuper’s flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper’s rules and arrangements.
PART 3 – SECURITY OFFICERS

This Schedule is only applicable to Professional staff members employed in the position of Security Officer.

Standby Meal Break Allowance

(a) “On Standby” means on campus, contactable and ready to return to duty immediately, if required.

(b) During rostered hours of work a Security Officer is On Standby during their rostered meal break.

(c) A Security Officer shall be entitled to a Standby Meal Break Allowance equal to a thirty (30) minute meal break paid at the employee’s ordinary rate of pay, as follows:

(i) 1 x 30min Standby Meal Break Allowance where the Officer is required to work more than five (5) hours in any one shift.

(ii) 2 x 30min Standby Meal Break Allowances where an Officer is required to work more than ten (10) hours in any one shift.

(d) The meal break taken during the On Standby period shall be a meal break for all purposes, including but not limited to the meal break required by sub-clause 39.1 – Hours of Duty, of this Agreement.

(e) The time that a Security Officer is On Standby during their meal break shall not for any purpose be considered to be hours worked.

(f) A Security Officer recalled to duty whilst On Standby will resume their meal break as soon as practicable.

PHIL Days

If rostered to work on a day nominated by the University as a PHIL day, the normal rate of pay shall apply, and the day of paid leave shall be taken by agreement between the University and the employee within twelve (12) months.

Hours Worked

The ordinary hours of work for a Security Officer shall be 75 hours per fortnight.

Additional Annual Recreational Leave

A Security Officer who is rostered to work fifteen (15) or more Saturdays or Public Holidays in a year shall receive an additional five (5) working days of annual recreational leave.
PART 4 - SPECIAL RATES AND PROVISIONS (Maintenance Area Only)

4.1 The following conditions shall only apply to those employees working in the Maintenance area:

(a) The rates prescribed in this Agreement shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty conditions.

(b) Where more than one of the above rates provides payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

4.2 Hot Work

(a) An employee required to work in a place where the temperature has been raised by artificial means to 46°C Celsius or above shall be paid 64 cents per hour or part thereof in addition to the rates otherwise prescribed in this Agreement,

(b) Where such work continues for more than two hours the employee shall be entitled to a rest period of twenty minutes after every two hours' work without loss of pay, not including the special rate prescribed in paragraph (a) hereof.

4.3 Wet Work

An employee required to work in a place where water is continually dripping on him/her so that their clothing and boots become wet or where there is water underfoot shall be paid 64 cents per hour or part thereof: in addition to the rates otherwise prescribed in this Agreement.

4.4 Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof: shall be paid 64 cents per hour part thereof, in addition to the rates otherwise prescribed in this Agreement.

4.5 Roof Repairs

An employee engaged on repairs to roofs shall be paid 64 cents per hour or part thereof, in addition to the rates otherwise provided in this Agreement.

4.6 Allowance Increases

The allowances contained in this clause will be increased in accordance with salary increases applied in this Agreement.