



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Western Australia
(AG2018/4910)

THE UNIVERSITY OF WESTERN AUSTRALIA ELICOS TEACHERS AGREEMENT 2018

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 4 FEBRUARY 2019

Application for approval of The University of Western Australia ELICOS Teachers Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as *The University of Western Australia ELICOS Teachers Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of Western Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 February 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

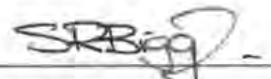
Dear Deputy President Masson,

University of Western Australia ELICOS Teachers Agreement 2018 (AG2018/4910)

Undertaking – Section 190

I, Professor Simon Biggs, Senior Deputy Vice Chancellor for the University of Western Australia give the following undertakings with respect to the University of Western Australia ELICOS Teachers Agreement 2018 ("**Agreement**").

1. I have the authority given to me by the University of Western Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. That the minimum weekly wage referred to in clause 11.2 will not be less than \$86.00 per week.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Professor Simon Biggs

29. 1. 19

Date



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**

The University of Western Australia ELICOS Teachers Agreement 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART A: PRELIMINARIES

1. Title and Operation

- 1.1 This Agreement may be cited as *The University of Western Australia ELICOS Teachers Agreement 2018 (Agreement)*.
- 1.2 This Agreement will commence operation 7 days after the Agreement is approved by the FWC.
- 1.3 The nominal expiry date of this Agreement will be 30 June 2021. However, this Agreement will continue to operate beyond the nominal expiry date until it is replaced or terminated.
- 1.4 The parties will endeavour to commence negotiations for a replacement Agreement no later than the nominal expiry date of this Agreement, unless otherwise agreed.
-

2. Application

- 2.1 This Agreement applies to:
- (a) the University of Western Australia (**University**);
 - (b) the National Tertiary Education Industry Union (**NTEU**); and
 - (c) all Employees engaged to teach English language courses for overseas students employed in the classifications contained in Schedule A of this Agreement.
- 2.2 This Agreement operates to the exclusion of any modern award or other industrial instrument. Legislation (including the NES) or University policy, procedures or guidelines referred to in this Agreement are not incorporated into the Agreement.
-

3. Definitions

- 3.1 In this Agreement:

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

Agreement means *The University of Western Australia ELICOS Teachers Agreement 2018*.

Bridging Course Module means a 10 week period of teaching within a bridging course which consists of 2 modules.

Casual means an Employee engaged by the hour and paid on an hourly basis in accordance with the appropriate classification.

Centre means Centre for English Language Teaching.

Director Human Resources (DHR) means the person occupying or acting in that position, or their nominee.

Duties Other Than Teaching (DOTT) means tasks or duties to support and facilitate the teaching and includes but is not limited to:

- a) lesson planning;
- b) marking and moderation;
- c) curriculum development;
- d) student consultations;
- e) attending staff meetings;
- f) attending or facilitating workshops;

- g) attending or facilitating presentations;
- h) any other duties as required.

ELICOS English Language Intensive Courses for Overseas Students.

Employee means all persons who are employed by the University and to whom this Agreement has application by virtue of clause 2.

Employee Representative means a union representative or a person who is not currently a practicing lawyer, chosen by the Employee to represent them under this Agreement on workplace relations and human resources matters.

FTE means full-time equivalent.

Full-time means an Employee who is engaged to work an average of 37.5 ordinary hours per week.

FWC means the Fair Work Commission.

Head means the Head of School or the Head's nominee.

Immediate Family means:

- a) a spouse (including former spouse), de facto partner (including former de facto partner), child, parent (including foster parent), grandparent, grandchild or sibling of the Employee; or
- b) a child, parent (including foster parent), grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the Employee.

NEAS National English Language Teaching Accreditation Scheme.

NES means the National Employment Standards under the Act.

Non-teaching Week means a period between Teaching Periods when classes are not scheduled.

NTEU means the National Tertiary Education Union.

Ordinary Hourly Rate means an Employee's fortnightly salary as provided in clause 12 divided by 75, or in the case of Part-time Employees divided by their fortnightly ordinary hours. For the avoidance of doubt, the Ordinary Hourly Rate does not include allowances or any other separately identifiable payment under this Agreement.

Part-time means an Employee who is engaged to work less than 37.5 hours per week.

Registered Health Practitioner means a person registered under state or territory legislation to practice medicine or another health profession.

Suitable Alternative Employment means

- a) an alternative position at the University or the Centre provided to an Employee which:
 - i. does not alter an Employee's ongoing status;
 - ii. does not reduce an Employee's FTE;
 - iii. has a salary not less than the Employee's existing position;
 - iv. is commensurate with the duties and skills of the Employee's existing position; and
 - v. has regard to qualifications, experience and competencies of the Employee provided that further reasonable training may be considered by the University;or

- b) any other position as agreed between the University and the Employee provided that salary maintenance in accordance with clause 45.4 is provided where appropriate.

Teaching Period means:

- a) in the case of courses running on the ELICOS timetable, a continuous 5 week teaching period.
- b) in the case of a Bridging Course Module, a continuous 10 week teaching period.
- c) in the case of a customised study tour program, a continuous teaching period of varying lengths as applicable.

TESOL means Teaching English to Speakers of Other Languages.

Unassigned Teaching Period means work hours during a Teaching Period in which a teacher is not assigned to teach a class.

Union means a registered Employee organisation covered by this Agreement.

University means The University of Western Australia constituted under the authority of *The University of Western Australia Act 1911*.

Vice-Chancellor (VC) means the person at the time holding or acting in the office of the VC of the University, or VC's nominee.

4. Aboriginal and Torres Strait Islander Employment

- 4.1 The University acknowledges that its campus is situated on Whadjuk Noongar land, and that Whadjuk Noongar people remain the spiritual and cultural custodians of their land, and continue to practise their values, languages, beliefs and knowledge.
- 4.2 The University is committed to the achievement of Aboriginal peoples' rights, aspirations and potential, and the recognition of Indigenous knowledge, culture and values.
- 4.3 The University will continue to develop and implement an active and responsive long term strategy, which will enrich and advance Indigenous employment within the University.
- 4.4 The Centre will support the University's objective to achieve 2% of full-time equivalent University staff by 2021.
- 4.5 Failure to achieve this objective will not, of itself, be regarded as a breach of the Agreement provided that the University has used reasonable endeavours to meet the objective.
- 4.6 The University will recognise the importance of cultural activities, such as NAIDOC week, for Indigenous Australians and support their participation in these activities as legitimate staff development.
- 4.7 Aboriginal and Torres Strait Islander Employees will receive an additional 2 days of paid cultural leave in any 1 calendar year to participate in recognised activities of an Indigenous Australian cultural and ceremonial nature.
- 4.8 Leave provided under this clause does not accumulate from year to year.

5. Intellectual Freedom

- 5.1 The University will act in a manner consistent with the protection of intellectual freedom in accordance with the University's Code of Ethics and Code of Conduct.

- 5.2 Notwithstanding clause 5.1, Employees will use their right to intellectual freedom of enquiry and expression in a professional and ethical manner and will not harass, vilify, intimidate or defame the University or its Employees.
- 5.3 Intellectual freedom includes the right to:
- (a) express opinions about the operations of the University and higher education policy;
 - (b) pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
 - (c) participate in public debates and express opinions about issues and ideas related to their discipline area;
 - (d) participate in professional bodies including industrial associations and community service without fear of harassment, intimidation or unfair treatment; and
 - (e) express unpopular or controversial opinions.

PART B: CONTRACT OF SERVICE

6. Contracts of Employment

Types of employment

- 6.1 Employees may be engaged on one of the following types of employment:
- (a) ongoing;
 - (b) fixed term; and / or
 - (c) casual basis.
- 6.2 Employees, excluding Casual Employees, will be advised in writing of:
- (a) the title of the position;
 - (b) the terms of their engagement, including whether they are engaged on a full-time or part-time basis;
 - (c) if the position is part-time, the employment fraction;
 - (d) the salary range applicable for the position;
 - (e) the commencing salary;
 - (f) whether the position is ongoing or fixed term, in which case it will specify the term for which the position is being offered;
 - (g) any probationary period applicable; and
 - (h) whether the position is subject to external funding and the consequences for continued employment in the event that funds are withdrawn.

Ongoing Employees

- 6.3 An ongoing Employee has an indefinite period of employment.
- 6.4 Ongoing Employment may be on a full-time or part-time basis.

Fixed Term Employees

- 6.5 Fixed Term Employment means employment for a specified term or ascertainable period and may be on a full-time or part-time basis.
- 6.6 The use of fixed term employment will be limited to work that comes within the description of one or more of the following:
- (a) **Specific task or project:** a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
 - (b) **Replacement employee:** where an Employee is engaged for the purpose of replacing, either directly or indirectly, an Employee on leave, acting or seconded to duties away from their usual area.
 - (c) **Pre-retirement:** where an Employee declares an intention to retire, a fixed term contract not exceeding 5 years may be offered.
 - (d) **Uncertainty over future requirements:** where there is uncertainty over future requirements such as where all or part of the Centre or the University is undergoing, or is about to undergo, organisational change, or where a new course is being developed and implemented.
 - (e) **Fill a vacancy on a temporary basis:** where an Employee is engaged for a limited period of up to 6 months (with the possibility of an extension for a further period as agreed between the parties) to replace an Employee who has resigned or retired, where the position is pending advertisement and appointment, or for a new position. Fixed term employment under this category does not have to be at the same level as the position pending advertisement.
 - (f) **Any other reason:** as agreed between the University and the Employee and, if applicable, their Union or nominated representative.

Part-time Employees

- 6.7 The terms of this Agreement will apply on a pro rata basis to Part-time Employees on the basis of their ordinary hours compared to a Full-time Employees' hours.
- 6.8 On commencement of employment, the University will inform a Part-time Employee of their prescribed weekly and daily hours. These hours will constitute the ordinary working hours of the Employee.
- 6.9 The University must provide the Part-time Employee with at least 3 working days' prior notice of any variation to the Employee's ordinary working hours. In cases where the required notice is not provided and the Employee's ordinary working hours are varied, the additional hours worked may be taken as TOIL.
- 6.10 Notwithstanding clause 6.5, by agreement between the University and an Employee, a Part-time Employee may work additional ordinary hours up to the maximum ordinary hours in clause 20.

Casual Employees

- 6.11 A Casual Employee is engaged and paid by the hour.
- 6.12 Casual Employees will be paid as specified in item 3 of Schedule A.
- 6.13 The minimum engagement for a Casual Employee is 2 hours per day.

Duties

- 6.14 The University may direct an Employee to carry out such duties as are within their range of skills, qualification, competence and training.

7. Graduate Employment

- 7.1 The Centre will support the University in its establishment of a graduate development program during the life of the Agreement.

8. Probation

- 8.1 Every Employee appointed on an ongoing contract or a fixed term contract of more than 12 months will be engaged on a probationary period of 6 months.
- 8.2 An Employee appointed on a fixed term contract of less than 12 months may be engaged on a reasonable probationary period.
- 8.3 Before expiry of the probation, the University may:
- (a) confirm the appointment;
 - (b) annul the appointment; or
 - (c) extend the period of probation for a further period (or periods) not exceeding 6 months.
- 8.4 Where the University is intending to terminate the appointment of an Employee prior to the expiry of the period of probation, the Employee will be advised in writing and will be given an opportunity to respond to any adverse material that the University intends to take into account in making the decision.

9. Conversion

- 9.1 A fixed term Employee may apply for conversion to ongoing status provided that the following requirements are met:
- (a) the Employee has completed at least 5 years contract teaching service;
 - (b) the Employee is on a second or subsequent fixed term contract;
 - (c) the Employee was employed through a competitive selection process;
 - (d) the Employee has a current record of continuing professional development; and
 - (e) the Employee has successfully completed a staff appraisal.
- 9.2 The University may refuse conversion on reasonable grounds.

PART C: REMUNERATION

10. Remuneration and Salary Packaging

- 10.1 Employees will be paid in accordance with the minimum rate prescribed for their classification contained in Schedule A.

Salary Packaging

- 10.2 The University and an Employee may agree to enter into a salary packaging agreement.

- 10.3 Under a salary packaging agreement, the Employee and University agree to reduce the minimum salary payable under Schedule A in order to provide a package comprised of a reduced salary and packaged items.
- 10.4 Where a salary packaging agreement is in place, the salary that would otherwise be payable under Schedule A will be used as the basis for calculating the following entitlements:
- (a) higher duties allowance;
 - (b) leave loading;
 - (c) payment of leave on termination;
 - (d) redundancy payments; and
 - (e) early retirement payments.
- 10.5 The reduced salary payable under the salary packaging agreement will be paid during all forms of paid leave.
- 10.6 Salary packaging is not available to Casual Employees.

11. Supported Wage System

- 11.1 Nothing in this Agreement will prevent the full operation of the Supported Wage System.
- 11.2 An Employee covered by the Supported Wage System will be paid the greater of \$84 per week or a percentage of the relevant base salary rate for the class of work they are performing which corresponds to the assessed percentage of capacity (10-90%). A high degree of assistance and support will be provided to Employee's whose assessed capacity is 10%.

12. Payment of Salary

- 12.1 Salaries (including allowances) will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 12.2 The hourly rate is calculated as 1/75 of an Employee's fortnight's salary.
- 12.3 The University may deduct from an Employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any amount provided for by this Agreement.

13. Management of Overpayments

- 13.1 Where it can be proved that an Employee has been provided with payment and/or monetary entitlements to which the Employee was not entitled, the University may recover the overpayment from the staff member at the earliest opportunity.
- 13.2 As soon as practicable the University will inform the Employee of any overpayment providing:
- (a) the circumstances of the overpayment;
 - (b) the amount to be repaid; and
 - (c) options available for repayment including periodical and lump sum repayments.
- 13.3 The University and the Employee may then agree to the proposed recovery arrangement.
- 13.4 An Employee may apply to the DHR in writing for a variation to the recovery arrangement.

- 13.5 If no agreement is made within 2 pay periods from notification of the overpayment, the Employee authorises the University to deduct the debt through salary deduction:
- (a) in full in the next available pay period in instances where the amount is up to 20% of the total salary instalment payable; or
 - (b) in instalments equivalent to 20% of the total salary instalments, from the next available pay period, until the amount is repaid.
- 13.6 Where a staff member is leaving the University, the University will deduct the amount in full from the Employee's cessation payments.
- 13.7 This clause does not preclude the University's legal right to pursue recovery of any outstanding moneys.

14. Incremental Progression

- 14.1 At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one step to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at the relevant step.
- 14.2 Where the University makes a decision to defer payment of an increment to an Employee, any subsequent approval of payment of an increment will be effective from the date of approval. Following this, future increments will become due on the original due date (as if the deferral had not occurred).
- 14.3 The VC may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.

15. Salary Increases

- 15.1 This Agreement provides for a salary and casual rate increase to be paid in instalments as follows:

| Increase in the rates of pay by | Effective from the first full pay period on or after |
|---------------------------------|--|
| \$1,100 | The Agreement comes into operation. |
| 1.25% | 22 January 2019 |
| \$1,100 plus 0.75% | 22 January 2020 |
| 2.6% | 22 January 2021 |

- 15.2 These increases are set out in Schedule A.

16. Superannuation

- 16.1 The University will make superannuation arrangements for Employees to UniSuper, which provides a complying product.
- 16.2 The University will make employer superannuation contributions as follows:
- (a) 17% employer superannuation contributions for Employees engaged on an ongoing contract.
 - (b) 17% employer superannuation contributions for fixed term Employees with 2 years or more continuous service or on a contract with a term of more than 2 years.

- 16.3 For all other Employees, the University will make employer superannuation contributions of 9.5%, or the minimum compulsory employer contribution at the applicable legislation and fund requirement rates, whichever is the greater.
- 16.4 The University may agree to adjust the employer contribution rate at the request of the Employee provided that:
- (a) the adjustment is permitted by law;
 - (b) the adjustment is consistent with UniSuper's requirements; and
 - (c) any reduction in superannuation will be paid as non-superannuable salary.

Increase to superannuation - 2021

- 16.5 From the first pay period on or after 30 June 2021, the University employer superannuation contributions for all fixed term Employees will be 17%.

PART D: ALLOWANCES

17. First Aid Allowance

- 17.1 An Employee who is a current holder of an appropriate first aid qualification and who is appointed by the University to act as a first aid officer will be paid an allowance of \$10.64 per week.
- 17.2 This allowance will be varied each July to give effect to CPI annual movements released with the March quarter figures.

18. Higher Duties Allowance

- 18.1 Higher duties allowance is payable where an Employee is:
- (a) directed to act in a higher level position; and
 - (b) performs the full duties of the higher position for at least 5 consecutive working days.
- 18.2 The higher duties allowance is equal to the difference between the Employee's salary and the salary the Employee would have received if they were permanently appointed to the higher position.
- 18.3 Where an Employee is directed to perform a portion of the duties of the higher position they will receive the higher duties allowance on a pro rata basis.
- 18.4 Where the duties of the higher position are shared between 2 or more Employees, the University will determine the higher duties allowance to be paid to each Employee.
- 18.5 Where an Employee is receiving the higher duties allowance for 12 months or more they will receive incremental advancement relevant to the higher position.
- 18.6 Where an Employee who has been receiving the higher duties allowance for a continuous period of 12 or more months goes on a period of leave for 4 weeks or less they will continue to receive the allowance.
- 18.7 Where an Employee who has been receiving the higher duties allowance for a continuous period of less than 12 months goes on a period of leave for 4 weeks or less they will continue to receive the allowance if:
- (a) no other Employee acts in the office in their absence; and

(b) they resume the office immediately after returning from leave.

18.8 Where an Employee who has been receiving the higher duties allowance goes on a period of leave greater than 4 weeks, they cease to receive the allowance for the duration of the leave period.

19. Other Teaching Allowances

Casual Coordinating

19.1 Casual Employees performing class coordinating duties will receive an additional allowance in the amount of 2 hours per week paid at Casual Rate 2 as specified in Schedule A.

Bridging Course Research Paper Marking

19.2 Casual Employees performing research paper related marking in Bridging Course (Module 2) will receive an additional payment at the conclusion of the 10 week cycle in the amount of 2 hours per student paid at Casual Rate 4 as specified in Schedule A.

19.3 Casual Employees performing research paper related marking in Bridging Course (Module 2) who are employed for less than 6 hours within that module will receive an additional payment of 2.5 hours per student paid at Casual Rate 4 as specified in Schedule A.

Bridging Course Preparation Time

19.4 Employees who are new to teaching the Bridging Course will be allocated the equivalent of 1 week's work to undertake preparation work prior to commencing teaching (equivalent to the face-to-face load in their first Bridging Course module).

19.5 If the Employee is:

- (a) a Casual Employee, they will receive 1 week's pay at their ordinary rate of pay; or
- (b) a fixed term or ongoing Employee, they will receive 1 week's release from other duties to prepare. (Note: scheduling of terms may require time-release to be allocated via reduced face to face teaching and not as one block of time).

Relief Teaching Coordinating

19.6 A Casual Employee who is delegated the responsibility of coordinating relief teaching by the Centre will be entitled to a fixed payment of \$300 per week.

19.7 This payment is in compensation for the Casual Employee being:

- (a) immediately contactable by telephone as per the agreed relief teacher notification schedule to coordinate relief teaching; and
- (b) coordinating relief teaching as needed.

PART E: HOURS OF WORK

20. Hours of duty

20.1 The ordinary hours of duty will be 37.5 hours per week and will include:

- (a) a maximum of 20 hours face to face teaching per week; and
- (b) the balance of hours remaining to be spent performing DOTT.

- 20.2 Daily hours will include a maximum of 6 hours per day of face to face teaching. Notwithstanding anything in this clause 20.2, an Employee may agree in writing to teach a greater number of hours on any one day.
- 20.3 Employees must be available for consultation with individual students outside scheduled teaching hours at times arranged between the Employee and students.
- 20.4 Employees may vary their contracted hours of duty per week subject to approval in writing from the University.
- 20.5 Subject to an agreement in writing with the University to return to the original number of hours, any change to an Employee's hours of duty per week is permanent.

21. Time off in lieu

- 21.1 Subject to clause 21.2, all hours worked in excess of 37.5 per week with the prior approval of the University will be accrued as time off in lieu (**TOIL**) calculated on the basis of 1 hour for each excess hour worked.
- 21.2 All hours taught as relief teaching with the prior approval of the University will be accrued as TOIL calculated on the basis of 2 hours for each hour of relief teaching.
- 21.3 Employees may do a maximum of 6 hours relief teaching in a Teaching Period.
- 21.4 TOIL may be taken during the Centre's Non-teaching Week, an Unassigned Teaching Period, or at a time mutually agreeable to the Employee and the University.
- 21.5 This clause does not apply to Casual Employees.

PART F: LEAVE

22. Annual Leave

- 22.1 This clause does not apply to Casual Employees.
- 22.2 A Full-time Employee is entitled to 4 weeks (150 hours) of paid annual leave for each completed year of service with the University, accrued on a pro rata basis of 5.77 hours per completed fortnight of service.
- 22.3 Part-time Employees are entitled to annual leave on a pro rata basis.
- 22.4 Annual leave is paid at the Employee's Ordinary Hourly Rate unless otherwise specified.
- 22.5 Annual leave will normally be taken in periods of at least 1 week (37.5 hours). The minimum period of leave that may be taken is 1 hour.
- 22.6 The University must not unreasonably refuse a request by the Employee to take annual leave provided that the clearance of leave will have regard to the work commitments of the Employee and convenience of the work area.
- 22.7 Annual leave must be cleared where possible:
- (a) in the case of the first entitlement by the end of February in the year following commencement; and
 - (b) within the calendar year it accrues thereafter.
- 22.8 University recognised holidays as recognised in clause 28, or days taken in lieu of those days occurring during periods of annual leave, will not be deducted from leave entitlements.

22.9 An Employee may elect to access up to a full year's leave entitlement in advance subject to the operational requirements of the work area. If the Employee subsequently resigns and has a negative entitlement, the Employee is required to repay the overdrawn entitlement. The University may deduct the amount of the overdrawn entitlement from the Employee's final payment.

Direction to take Annual Leave

22.10 For the purpose of this clause Excess Annual Leave means an accrued annual leave entitlement that equals or exceeds 30 days' leave or the equivalent hours (or the pro rata equivalent for Part-time Employees).

22.11 If an Employee has accrued Excess Annual Leave the Employee will be notified and will be provided with 4 weeks in which to make arrangements which will include appropriate applications for leave to reduce their leave balance to a level acceptable to the University.

22.12 The taking of such leave will be managed in accordance with this Agreement and leave procedures established by the University and the Centre.

22.13 If the Employee has not made arrangement to reduce their leave to a level acceptable to the University within 4 weeks of being notified, and where it is reasonable to do so, they may be directed with 8 weeks written notice to take a period of their accrued annual leave entitlement. An Employee cannot be directed to reduce their leave balance to less than 4 weeks.

Cashing out Annual Leave

22.14 The University and the Employee may agree to cash out annual leave on reasonable grounds, which may include financial hardship.

22.15 An Employee may make an application in writing to the DHR or nominee to cash out a minimum of 1 week's annual leave.

22.16 A minimum balance of 4 weeks' annual leave must be maintained for an application to cash out annual leave to be accepted.

22.17 Any annual leave cashed out by an Employee will be paid in the full amount that would have been payable to the Employee had the Employee taken the period of leave being cashed out.

22.18 Cashed out annual leave does not count as service.

Annual leave loading

22.19 An Employee, excluding a Casual Employee, will accrue an annual leave loading equal to 17.5% of 4 weeks' salary per calendar year.

22.20 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males in the September quarter immediately preceding payment.

22.21 An Employee who commences after 1 January in any year is entitled to pro rata annual leave loading for the period of service in that year.

22.22 Annual leave loading is paid in November or the first pay period in December each year.

22.23 Where an Employee ceases employment prior to the annual payment of leave loading payment of pro rata annual leave loading applies.

23. Personal/Carer's Leave

- 23.1 Employees, excluding Casual Employees, are entitled to 12.5 days paid personal leave for each year of completed service with the University which can be taken as personal leave or carer's leave.
- 23.2 On appointment, new Employees will be credited with 46.87 hours' personal/carers leave or the pro rata equivalent for Part-time Employees. After completion of 6 months' service, personal/ carer's leave accrues progressively according to the Employee's ordinary hours of work and accumulates from year to year.

Personal Leave

- 23.3 An Employee is entitled to paid personal leave if they are not fit for work due to a personal illness or injury or are experiencing family and domestic violence.
- 23.4 Where an Employee accesses personal leave the Employee must:
- (a) provide the University notice of the absence and expected period of the absence as soon as practicable; and
 - (b) provide a medical certificate from a Registered Health Practitioner in the following circumstances:
 - (i) where the leave is for a period of 3 or more consecutive working days;
 - (ii) where the Employee is unable to resume work following another period of leave; or
 - (iii) where requested by the University in accordance with University policy.
- 23.5 Where an Employee suffers a personal illness during a period of annual leave or long service leave and provides a certificate from a relevant Registered Health Practitioner on their return from this period of leave, the Employee will be credited with additional annual or long service leave, whichever is applicable for the period they were certified as ill.

Carer's Leave

- 23.6 An Employee is entitled to paid carer's leave to provide care or support to a member of their Immediate Family or household because of:
- (a) a personal illness or injury;
 - (b) an unexpected emergency; or
 - (c) family and domestic violence.
- 23.7 Where an Employee accesses carer's leave the Employee must:
- (a) provide the University with notice of the absence and expected period of the absence as soon as practicable; and
 - (b) provide evidence to satisfy a reasonable person, such as a medical certificate or statutory declaration.
- 23.8 Employees, including Casual Employees, are entitled to 2 days of unpaid carer's leave per occasion as specified in clause 23.6 . However, an Employee is not entitled to take unpaid carer's leave if they have access to paid personal leave.

- 23.9 Unpaid carer's leave may be taken as a single period of up to 2 days, or any separate periods to which the Employee and University agree.

Personal Leave on Termination

- 23.10 Unused personal leave is not paid out on termination.
- 23.11 If an Employee who has retired on medical grounds subsequently resumes duty within 12 months of retirement, the Employee's personal leave credits at the date of the Employee's retirement will be reinstated.
- 23.12 If an Employee resigns or their contract expires and is subsequently reappointed by the University within 8 weeks of their resignation, the Employee retains any existing personal leave entitlement under this clause.

Casual Exclusion

- 23.13 Except for unpaid carer's leave, this clause does not apply to Casual Employees. When taking unpaid carer's leave, Casual Employees must comply with the notice and evidence requirements.

24. Short Leave, Compassionate Leave and Cultural Leave

- 24.1 Where an Employee accesses leave under this clause the Employee must:
- (a) provide the University notice of the absence and expected period of the absence as soon as practicable (which may be after the leave has started); and
 - (b) if requested, provide information that would satisfy a reasonable person that the absence was taken for the reason the leave is available.

Short Leave

- 24.2 Short Leave means leave taken for matters of a personal and pressing nature which arise without notice and require immediate attention.
- 24.3 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Short Leave in any 1 calendar year. Part-time Employees and Employees engaged on a fixed term of less than 12 months receive a pro rata entitlement.
- 24.4 Short Leave must be taken in a period of at least 1 hour and not more than 15 consecutive hours.

Compassionate Leave

- 24.5 Employees are entitled to 2 days' paid leave per occasion where a member of their Immediate Family or household:
- (a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life; or
 - (b) dies.
- 24.6 Compassionate leave must be taken for a minimum period of 1 hour and may be taken as:
- (a) a single continuous 2 day period;
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods as agreed between the Employee and the Head.

- 24.7 Casual Employees are only entitled to unpaid compassionate leave.
- 24.8 Leave granted in accordance with this clause for the purpose of providing care or support to a member of the Employee's Immediate Family, or a member of the Employee's household may be approved in conjunction with any other accrued leave.

Cultural Leave

- 24.9 Cultural Leave means leave taken for legitimate ceremonial and cultural purposes to meet the Employee's customs, traditional law and participation in ceremonial activities.
- 24.10 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Cultural Leave in any 1 calendar year. Part-time Employees and Employees engaged on a fixed term of less than 12 months receive a *pro rata* entitlement.
- 24.11 Cultural Leave must be taken in a period of at least 1 hour and not more than 15 consecutive hours.
- 24.12 Employees who are Indigenous Australians are also entitled to an additional 2 days' leave in accordance with clause 4.

25. Community and Other Leave Entitlements

- 25.1 This clause sets out an Employee's entitlement to community service and other leave entitlements.
- 25.2 The leave available under this clause includes reasonable travel time associated with the activity and rest time immediately following the activity.
- 25.3 In order to access leave under this clause, an Employee must as soon as practicable provide the University with notice of his or her absence, including the expected period of the absence.
- 25.4 The provisions of this clause do not apply to Casual Employees, unless otherwise stated.

Jury Service Leave

- 25.5 An Employee, including a Casual Employee, who is required to serve on a jury is entitled to paid leave for such period as necessary to carry out the duties as a juror.
- 25.6 The Employee is not entitled to jurors' fees except for travel.
- 25.7 Payment for jury service leave will be reduced by any amount an Employee receives as jury service pay.

Emergency Services Leave

- 25.8 An Employee who is a volunteer member of a recognised emergency management body is entitled to paid leave for attendance at a voluntary emergency management activity.
- 25.9 Casual Employees are entitled to unpaid leave under this clause.

Defence Force Reserves Training Leave

- 25.10 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to:
- (a) up to 4 weeks' paid leave per year to attend a training camp, school, class or course of instruction;

- (b) up to an additional 4 days' paid leave if the Commanding Officer of a unit certifies that it is essential for the Employee to be at an annual camp in advance or rear party; and
- (c) in the first year of the Defence Force Reserves, an additional 2 weeks' paid leave for recruit training purposes.

Veteran's Leave

- 25.11 An Employee who has an illness caused by or related to war service as certified by the Department of Veteran's Affairs and a Registered Health Practitioner is entitled to 112.5 hours' paid leave per year.
- 25.12 Veteran's leave may accrue up to 337.5 hours with the approval of the VC or nominee.

International Sporting Events Leave

- 25.13 An Employee chosen to represent Australia as a competitor or an official at a recognised international sporting event is entitled to a maximum of 10 consecutive days' paid leave, to be used for the period of the competition plus reasonable travel time.

Family and Domestic Violence

- 25.14 The University is committed to supporting an Employee who experiences family violence to continue to participate in the workforce and maintain their employment through a broad range of support in accordance with University policy.
- 25.15 An Employee experiencing family violence will be entitled to access leave without pay, annual leave, personal/carer's leave, long service leave, and short leave.

26. Study leave

- 26.1 In this clause a Course of Approved Study means a higher degree in TESOL or Applied Linguistics as approved by the University.
- 26.2 An Employee who is enrolled as a part-time student in a Course of Approved Study is entitled to up to 10 days of paid study leave per year.
- 26.3 Study leave will be:
 - (a) to attend lectures, tutorials, practicals or laboratory sessions up to a maximum of 5 hours per week (inclusive of travelling time) during normal working hours;
 - (b) if required by the course of study a continuous period of up to 2 weeks may be taken; or
 - (c) to sit examinations conducted during normal working hours.
- 26.4 Study leave is provided subject to:
 - (a) the Centre's approval having regard to the requirements of the business;
 - (b) the Employee undertaking an equal formal lecture/study load in his/her own time; and
 - (c) the Employee making satisfactory progress with his/her studies.
- 26.5 Part-time Employees may be granted paid study leave to attend lectures, tutorials, practicals or laboratory sessions will be on a pro rata basis.
- 26.6 The provisions of this clause do not apply to Casual Employees.

27. Class Coordinator leave

- 27.1 A Class Coordinator is an employee appointed to coordinate the face to face teaching of a class. In the case of a 2 teacher team, the Class Coordinator is the teacher nominated to teach the greater number of hours of face to face teaching.
- 27.2 An Employee appointed as a Class Coordinator will be entitled to 1 day of paid Class Coordinator leave after the completion of 10 consecutive weeks of class coordinator duties.
- 27.3 Class Coordinator leave will be taken on the first Monday of the Non-teaching Week following the completion of a 10 week teaching period or as directed by the Centre.
- 27.4 Part-time Employees are only entitled to Class Coordinator leave days as prescribed in this clause 27.3 that fall on a day that is ordinarily worked by the Part-time Employee.

28. Holidays and Close Down

- 28.1 Subject to clause 28.2, the following days will be observed as holidays: New Year's Day, Special New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State public holidays or University holidays.
- 28.2 When Labour Day, Western Australia Day, or Sovereign's birthday fall on a day other than a Monday, the next following Monday will be the holiday instead of such day.
- 28.3 Part-time Employees are only entitled to the holidays as prescribed in this clause 28 that fall on a day that is ordinarily worked by the Part-time Employee.
- 28.4 The University will have discretion to implement not more than 2 close down periods, to a maximum of 10 working days, per calendar year in close proximity to Christmas and Easter provided that an Easter close down period is no more than 5 working days per year.
- 28.5 All close down periods must be notified to Employees no less than 12 months in advance, save for any such notification in 2018 which must be no less than 6 months in advance.
- 28.6 During a close down period affected Employees are required to take accrued TOIL, annual leave, long service leave or leave without pay.
- 28.7 Employees who are required to work on holidays that are not observed as University holidays will receive 1 day's leave in lieu, to be taken during the close down period, provided that leave in lieu accrued under this clause may be cleared at an alternative time agreed to by the Employee and the University.
- 28.8 The University may, by agreement with affected Employee(s), nominate other close down periods based on operational requirements provided that the method for seeking agreement in this clause will be agreed between the parties.
- 28.9 Clause 28.5 does not apply to Casual Employees.

29. Workplace Relations Leave

- 29.1 An Employee, except for Casual Employees, will be granted up to 37.5 hours paid leave every calendar year to attend workplace relations training provided that:
- (a) a written application is made to the DHR at least 4 weeks prior to the commencement of the course;
 - (b) the application sets out the subject, the commencement date, the length of course, the venue and the Authority that is conducting the course; and

- (c) the Employee has been employed by the University for at least 12 months.
- 29.2 Workplace relations training will include approved short courses, seminars or conferences and includes necessary travel time.
- 29.3 Paid leave during ordinary working hours will be granted to an Employee who is:
- (a) required to give evidence before any industrial tribunal;
 - (b) an Employee representative and is required to attend:
 - (i) negotiations and/or conferences with the University;
 - (ii) University approved consultative committees or working parties; or
 - (iii) meetings preliminary to negotiations or industrial tribunal.
- 29.4 Paid leave in accordance with clause 29.3 will only be granted for the minimum period necessary provided:
- (a) a written application is made to the DHR; and
 - (b) reasonable notice is given.
- 29.5 Payments for leave will be made at the ordinary rate of pay for the Employee's ordinary hours of work. It will not include shift allowances, penalty rates or overtime.
- 29.6 Where a public holiday or rostered day off falls during the duration of leave, a day off in lieu of that day will not be granted.
- 29.7 The University is not liable for any expenses incurred by the Employee.
- 29.8 The granting of leave is subject to University operational requirements.
- 29.9 An Employee will not be entitled to paid leave to attend workplace relations matters other than as set out in this clause.

30. Purchased Leave

- 30.1 A **Purchased Leave Arrangement** is where an Employee can apply to purchase up to 8 weeks' additional leave per year. The Employee agrees to a reduction in salary or wage over a 52 week period, equal in value to the additional leave purchased.
- 30.2 An Employee and the University may agree to a Purchased Leave Arrangement, subject to University policy and the following requirements:
- (a) the arrangement will apply for 12 months and must be renegotiated annually;
 - (b) additional leave may only be purchased in weeks, not days;
 - (c) purchased leave counts as service for all purposes; and
 - (d) purchased leave will be taken at a mutually agreed time during the 12 month period.
- 30.3 Where an Employee has been unable to take the purchased leave, their salary or wage will be adjusted at the expiry of the 12 month period to refund the purchased leave.
- 30.4 Payments made to an Employee accessing their leave accrued prior to the commencement of a purchased leave arrangement will be paid at the ordinary rate of pay that applied prior to the

arrangement. Personal leave or paid leave accrued during the arrangement will be paid at the reduced rate.

31. Deferred Salary Scheme

31.1 An Employee may apply for a deferred salary scheme by electing to take a reduced salary to obtain additional leave as follows:

| Duration of service in scheme | Payment rate for service years (% of salary) | Leave |
|--------------------------------------|---|----------------------------------|
| 4 years | 80% | 1 year's leave at 80% of salary |
| 4.5 years | 90% | 6 months' leave at 90% of salary |
| 2 years | 80% | 6 months' leave at 80% of salary |

31.2 Leave taken under this clause counts as service for all purposes, except for salary increments.

31.3 The following periods will be deemed non-participatory periods for the purposes of the deferred salary scheme, delaying the commencement of the leave year:

- (a) secondments where the outside organisation pays;
- (b) leave without pay;
- (c) sick leave without pay greater than 3 months; and
- (d) unpaid Parental Leave.

31.4 An Employee may elect to maintain superannuation contributions based on the full-time rate, or to alter the contributions to the appropriate proportion of the new salary. An Employee who elects to maintain contributions at the full-time rate will be responsible for maintaining the difference in the University's contribution between the new salary and full-time rate.

31.5 An Employee may withdraw in writing from the scheme prior to completing the required period of service, in which case a lump sum payment of salary foregone to that time will be made. The employee will not be entitled to an equivalent absence from duty.

31.6 An Employee may not work for the University during the period of leave provided under this clause.

31.7 Payments made to an Employee accessing their leave accrued prior to the commencement of a deferred salary scheme will be paid at the ordinary rate of pay that applied prior to the arrangement. Personal leave or paid leave accrued during the deferred salary scheme will be paid at the reduced rate.

32. Leave Without Pay

32.1 The University may grant leave without pay upon application by an Employee and in accordance with University policy.

32.2 Any period of leave without pay granted under this clause will not exceed 12 months in the first instance.

32.3 The minimum period of leave without pay that may be granted is 1 day.

- 32.4 The University will normally require that an Employee will exhaust all leave credits before commencing a period of leave without pay except in the following circumstances;
- (a) accessing unpaid parental leave subject to the parental leave provisions at clause 34;
 - (b) providing care or support for an Employee's Immediate Family as defined at clause 22.1;
 - (c) for the purposes of accepting a secondment opportunity with another employer;
 - (d) where personal illness or injury is supported by a medical certificate, provided that leave without pay for personal illness or injury cannot be taken if the Employee has access to paid personal leave; or
 - (e) where the Employee is experiencing family and domestic violence.
- 32.5 Any period of leave without pay taken by an Employee will not constitute a break in service however any period that exceeds 2 weeks will not form part of the Employee's service period unless decided otherwise by the University.
- 32.6 Subject to the provisions of clause 28, no payment will be made for a University holiday falling within a period of leave without pay.
- 32.7 There is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay unless the Employee suffers an illness resulting from pregnancy while on unpaid parental leave.
- 32.8 No allowances will be paid during periods of leave without pay.
- 32.9 This clause does not apply to Casual Employees.

33. Long Service Leave

- 33.1 An Employee is entitled to 13 weeks long service leave, on full pay, after 10 years continuous service.
- 33.2 An Employee is entitled to an additional 13 weeks long service leave, on full pay, for each subsequent period of 7 years continuous service.
- 33.3 Where an Employee's FTE has varied during the accrual period, the Employee's ordinary hours for calculating long service leave will be averaged over the period.
- 33.4 An Employee employed prior to 19 April 1994:
- (a) with an accrued entitlement of 3 months long service leave after 7 years continuous service will maintain this entitlement. However, the 3 months is to be replaced by an entitlement of 13 weeks; or
 - (b) with an accrued entitlement of 3 months maintains that entitlement.
- 33.5 An Employee may apply to take pro rata long service leave after 7 years in the first qualifying period, and 3.5 years in the second and subsequent qualifying periods.
- 33.6 An Employee who takes any pro rata long service leave in accordance with clause 33.5 will not be liable to repay any monies representing pro rata long service leave if the Employee subsequently ceases to be employed prior to accruing the full entitlement.
- 33.7 Any holidays, as defined in clause 28, occurring during a period of long service will not be treated as long service leave and extra days will be granted.

- 33.8 An Employee must take long service leave as soon as possible after it accrues. Unless otherwise agreed with the University, an Employee who does not clear a minimum of 6 weeks long service leave within 5 years of the accrual, will cease to accrue any further long service leave until a minimum of 6 weeks is cleared.
- 33.9 Where there are exceptional circumstances and the operational requirements of the University have prevented the Employee from taking long service within 5 years of an entitlement being due, the University will approve an extension mutually agreed between the University and the Employee.
- 33.10 Where an Employee provides more than 6 months' notice, the taking of long service leave will be at a time of the Employee's choosing, unless the University establishes in exceptional circumstances that arrangements cannot be reasonably put in place for the time requested.
- 33.11 If the taking of long service leave is denied in accordance with clause 33.10:
- (a) it will be deemed that the Employee has been approved to defer taking long service leave; and
 - (b) an alternative arrangement, which is at the convenience of the employee, should be agreed, where possible, within 1 month of denial.
- 33.12 Where an Employee provides less than 6 months' notice, the time of taking long service leave will be considered subject to operational requirements of the University.
- 33.13 The University and the Employee may agree, in writing, that the Employee cash out a proportion of their accrued long service leave on any reasonable grounds including financial hardship.
- 33.14 A lump sum payment for an accrued long service leave entitlement will be paid to an Employee who resigns or is terminated for any reason.
- 33.15 A lump sum payment for pro rata long service leave will be paid where:
- (a) an Employee genuinely retires;
 - (b) an Employee is retired for ill health or any other cause and the Employee has completed at least 3 years' continuous service prior to the date of retirement;
 - (c) an Employee has died and the Employee completed at least 12 months' continuous service prior to the date of death;
 - (d) the University has terminated the employment contract of an Employee for any reason other than misconduct and the Employee has served a minimum continuous period of employment of 5 years; or
 - (e) an Employee resigns and the Employee has served a minimum continuous period of employment of 10 years.
- 33.16 The University will recognise service with other public universities and other public institutions where the institutions have reciprocal arrangements with the University for the purposes of long service leave entitlements.
- 33.17 Except as provided for under relevant applicable legislation, Casual Employees are not eligible for long service leave.

34. Parental Leave

Definitions

- 34.1 For the purpose of this clause:

Continuous Service means service given in accordance with the contract of employment, but does not include any period of unauthorised absence.

Employee Couple means 2 Employees of the University who are the spouse, de-facto or same sex partner of the other.

Partner means a person who is a spouse, de-facto or same sex partner of a Primary Care Giver.

Peri natal Death means the death of a foetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant within 28 days of birth.

Primary Care Giver means the Employee who will assume the principal role for the care and attention of a child or children.

Parental Leave is a reference to both paid and unpaid parental leave.

Eligibility

- 34.2 Employees are entitled to Parental Leave and associated entitlements under this clause if the leave is associated with:
- (a) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
 - (b) the placement of a child with the Employee for adoption, provided the child:
 - (i) is under 16 years;
 - (ii) has not lived continuously with the Employee for a period of 6 months or more; and
 - (iii) is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner.
- 34.3 Casual Employees are not entitled to Parental Leave. However, long term Casual Employees are entitled to unpaid Parental Leave in accordance with the Act.

Unpaid Parental Leave

- 34.4 Employees who have or will have a responsibility for the care of the child are entitled to unpaid Parental Leave of up to 24 months, regardless of the length of their Continuous Service with the University.
- 34.5 The provisions of this Agreement with respect to unpaid Parental Leave supplement the entitlements provided by the Act and do not wholly replace or exclude the provisions of the Act.

Paid Parental Leave

- 34.6 An Employee who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

| Length of continuous service at the time leave is to commence | Entitlement to paid Parental Leave |
|--|--|
| At least 12 months but less than 5 years | 26 weeks at full pay <u>or</u> 52 weeks at half pay |
| 5 years or more | 36 weeks at full pay <u>or</u> |

| | |
|--|----------------------|
| | 72 weeks at half pay |
|--|----------------------|

- 34.7 A fixed term Employee will cease to have an entitlement to paid Parental Leave on the date their contract expires.
- 34.8 Part-time Employees are eligible for pro rata paid Parental Leave entitlements.
- 34.9 An Employee is not entitled to receive paid Parental Leave concurrently with any paid Parental Leave entitlements received by their Partner through the Partner's employer, except for partner or paternity leave.
- 34.10 Where paid Parental Leave is taken at half pay, superannuation contributions will be made on a pro rata basis. Where an Employee elects to maintain superannuation contributions at the notional full-time rate, the Employee will be responsible for maintaining the difference between the notional full-time rate and the University's pro rata contribution.
- 34.11 To be eligible for a second or subsequent period of paid Parental Leave, the Employee must have returned to work with the University after each previous Parental Leave occasion:
- (a) for at least 12 months of Continuous Service, except where the pregnancy ended in still birth, miscarriage or peri natal death; and
 - (b) at 50% or more of the fraction of employment the Employee held prior to commencing paid Parental Leave, provided that the return fraction is not less than 0.4 FTE.
- 34.12 An Employee who does not meet the requirements of clause 34.11 is entitled to 14 weeks' paid Parental Leave for a second or subsequent period of paid Parental Leave.

Still Birth, Miscarriage and Perinatal Death

- 34.13 If the pregnancy of an Employee ends by stillbirth, late term miscarriage or perinatal death and the Employee was otherwise entitled to paid Parental Leave under this clause, the Employee retains an entitlement to a maximum of 14 weeks' paid Parental Leave.

Commencement and Taking of Leave

- 34.14 Parental Leave must commence as follows:

| Type of Parental Leave | Time of commencement |
|---|--|
| Pregnant Employee accessing Parental Leave | Up to 6 weeks prior to the expected date of birth of the child. The Employee may apply to commence the leave up to 20 weeks prior to the expected date of birth on medical or compassionate grounds. The University will not unreasonably refuse such request. However, the leave must not start later than the date of birth. |
| Primary Care Giver accessing paid Parental Leave (other than a pregnant Employee) with less than 5 years' service | Within 26 weeks of the date of birth or placement of the child. |
| Primary Care Giver accessing paid Parental Leave (other than a pregnant | Within 36 weeks of the date of birth or |

| | |
|--|--|
| Employee) with 5 years' service or more | placement of the child. |
| Unpaid Parental Leave (other than a pregnant Employee) | On the date of birth or day of placement of the child, or immediately following their Partner's Parental Leave if an Employee Couple is sharing the entitlement. |
| Adoption related Parental Leave | Must start on the day of placement of the child. |

- 34.15 Paid Parental Leave must be taken in a single continuous period. Paid Parental Leave under clause 34.6 runs concurrently with unpaid Parental Leave.
- 34.16 Paid Parental Leave may be shared between an Employee Couple who are assuming the role of Primary Care Giver.
- 34.17 Parental Leave may be taken concurrently by an Employee Couple for a maximum of 8 weeks.

Notice and Evidence Requirements

- 34.18 The Employee must provide the University 10 weeks' notice of the anticipated Parental Leave, including start and end dates. If that is not practicable, then as soon as practicable.
- 34.19 The Employee will provide reasonable evidence of the date of the birth, or expected date of the birth. In the case of adoption, the University may require evidence of the date of
- 34.20 The University may require reasonable evidence of Primary Care Giver or Partner status.

Partner Leave

- 34.21 An Employee who is the Partner of the birth mother or adoptive parent and who is not the Primary Care Giver is entitled to up to 8 weeks of partner leave.
- 34.22 An Employee who is a Partner according to clause 34.21 is entitled to partner leave as follows:

| Length of continuous service at the time leave is to commence | Entitlement to partner leave |
|---|--|
| Less than 12 months' | Up to 3 weeks unpaid |
| At least 12 months' | Up to 2 weeks paid and Up to 6 weeks unpaid |

- 34.23 Partner leave is to be taken within 3 months from the date of birth or placement of the child.

Transfer to a Safe Job

- 34.24 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the pregnant employee to continue in her present duties:
- (a) the duties will be modified; or
 - (b) the employee may be transferred to a safe position at the same classification level until the employee commences Parental Leave.
- 34.25 Where there is no safe position available the employee is entitled to take paid no safe job leave for the period the employee is deemed to be at risk.

Return to Work

- 34.26 An Employee may apply to end their Parental Leave early. Approval of the application is subject to Centre convenience and will not be unreasonably denied.
- 34.27 An Employee on return to work from Parental Leave is entitled to the same position or a position equivalent in pay, conditions and status commensurate with the employee's skill and abilities required in the substantive position held immediately prior to proceeding on Parental Leave.
- 34.28 Where the Employee was transferred to a safe job, in accordance with this clause, the employee is entitled to return to the position occupied immediately prior to the transfer.
- 34.29 An Employee returning from Parental Leave is entitled to make a flexible working request in accordance with the Act, including a request to return on a part-time basis. Such request must be made at least 6 weeks prior to the expected return date.
- 34.30 Where an Employee returns to work on a part-time basis, they may revert to full-time hours at the same classification level within 2 years of returning from Parental Leave. However, where the return to work on a part-time basis was agreed for a specified period, the Employee may apply to return to full-time hours before the end of that specified period, and the University may only refuse such request on reasonable business grounds.

Effect of Parental Leave on Employment

- 34.31 Absence on paid Parental Leave counts as service for all purposes under this Agreement.
- 34.32 Absence on unpaid Parental Leave does not break continuity of service but is not taken into account when calculating a period of service for any purpose under this Agreement.

PART G: PERFORMANCE AND DEVELOPMENT

35. Staff Appraisals

- 35.1 Employees will participate in an annual staff appraisal with their Supervisor or delegated nominee.
- 35.2 The staff appraisal process aims to assist Employees to perform at their optimum level and supervisors will adopt a professional and constructive approach.
- 35.3 Supervisors are required to receive relevant training prior to undertaking reviews.
- 35.4 Employees will be offered relevant training before undertaking their staff appraisal.
- 35.5 Issues of unsatisfactory performance will be addressed in accordance with clause 37 and not this clause.
- 35.6 This clause does not apply to Casual Employees.

36. Professional Development

- 36.1 During Non-teaching Weeks or Unassigned Teaching Periods Employees are required to be actively involved in professional development and complete a minimum of 25 continuing professional development (**CPD**) points per year in accordance with Centre policy.
- 36.2 In this clause an Approved Conference means the annual English Australia Conference, other TESOL Conferences or any other Conference approved by the Centre from time to time.

- 36.3 Employees will be entitled to attend an Approved Conference in accordance with Centre Policy.
- 36.4 This clause does not apply to Casual Employees.

37. Unsatisfactory Performance

- 37.1 If an Employee is not meeting University performance expectations, the University may decide to take action to remedy the unsatisfactory performance.
- 37.2 Before taking any disciplinary action as defined below, the University will discuss the matter informally with the Employee, providing the Employee the opportunity to respond to any concerns raised.
- 37.3 Without limitation, the University may also take other measures to assist the Employee to improve their performance, such as:
- (a) arranging performance counselling for the Employee;
 - (b) providing and periodically reviewing a performance improvement plan for the Employee;
 - (c) undertaking any other action that is appropriate; and/or
 - (d) supporting the Employee to address the unsatisfactory performance and identifying areas where professional development may occur.
- 37.4 The Manager will advise the Employee in writing of the measures to assist the Employee to improve their performance and the timeframe for these measures to be completed.
- 37.5 If the Manager determines that the Employee has demonstrated the required improvement, the Manager will advise the Employee in writing that the measures to assist the Employee to improve performance have been successful.
- 37.6 The unsatisfactory performance process may recommence if the Employee does not continue to meet University performance expectations within 12 months of the date of the notice provided at clause 37.4.
- 37.7 If the measures to assist the Employee to improve their performance within a reasonable timeframe are not successful, the Manager will advise the Employee in writing of either:
- (a) the timeframe for the completion of measures to assist the Employee to improve their performance has been extended; or
 - (b) the detail of any disciplinary action recommended to the DHR.
- 37.8 The Employee will have 5 working days to provide a response to a recommendation that any disciplinary action be taken.
- 37.9 Where a recommendation has been made that disciplinary be taken the DHR will determine the disciplinary action to be taken and notify the Employee prior to taking any action.
- 37.10 Where the recommendation to the DHR is that the Employee should have their employment terminated the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 37.11 The Independent Reviewer will be agreed between the University and the Employee or the Employee's Representative and will consider whether the recommendation to terminate is reasonable in all the circumstances.
- 37.12 The Independent Reviewer will provide their report to the University and the Employee.

- 37.13 Disciplinary action may include one or more of the following:
- (a) formal written censure/reprimand;
 - (b) counselling;
 - (c) attendance at training;
 - (d) termination of employment;
- and / or, where it is reasonable to do so:
- (e) withholding of a salary increment;
 - (f) reducing salary by one or more increments;
 - (g) demotion by one or more classification levels or increments;
 - (h) suspension with or without pay.
- 37.14 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 37.13(e)-(g) is unreasonable the Employee may initiate a Dispute in accordance with clause 47.
- 37.15 The University will consider any reasonable request by the Employee or their representative to extend the periods in clauses 37.8 and 37.10
- 37.16 This clause does not apply to Casual or probationary Employees.

38. Misconduct

- 38.1 All Employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Ethics and Code of Conduct, and all laws of the State and Commonwealth.
- 38.2 For the purposes of this clause, misconduct includes, but is not limited to:
- (a) negligence in the performance of an Employee's duties;
 - (b) misbehaviour;
 - (c) refusal to carry out a lawful and reasonable instruction; or
 - (d) a breach of the University's Code of Conduct and Code of Ethics.
- 38.3 For the purposes of this clause, serious misconduct includes, but is not limited to:
- (a) wilful, or deliberate, behaviour that is inconsistent with the continuation of the Employee's employment; or
 - (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety, of a person, animal or environment;
 - (ii) the reputation, viability or profitability of the University, except where an Employee was validly exercising their intellectual freedom rights as described in clause 5,
 - (c) serious misconduct may also include circumstances where the Employee has engaged in repeated misconduct.

- 38.4 Research misconduct includes:
- (a) fabrication;
 - (b) falsification;
 - (c) plagiarism;
 - (d) falsification or misrepresentation to obtain funding;
 - (e) deception in proposing, carrying out or reporting the results of research, including misleading ascription of authorship;
 - (f) failure to declare or manage a serious conflict of interest;
 - (g) avoidable failure to follow research protocols as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;
 - (h) conduct of research without ethics approval as required by the National Statement on Ethical Conduct in Human Research or the Australian Code for the Care and Use of Animals for Scientific Purposes or successor documents;
 - (i) conduct of research with or transporting of genetically modified organisms without approval as prescribed in the Gene Technology Act and Regulations;
 - (j) wilful concealment or facilitation of research misconduct by others; or
 - (k) repeated or continuing breaches of the Australia Code of the Responsible Conduct of Research including where these have been the subject of previous counselling or specific direction.
- 38.5 Where an Employee is alleged to have engaged in misconduct and/or serious misconduct, the University will notify the Employee of the allegations. The Employee will be provided with a reasonable opportunity to provide a response to the allegations.
- 38.6 At any time during this process the Employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 38.7 Where the Employee admits the allegation(s) in part or in full, or does not respond to the allegation(s), the DHR will determine what disciplinary action, if any, is to be taken.
- 38.8 If the Employee denies the allegation(s):
- (a) the DHR, will commission an investigation into the allegation(s);
 - (b) where the matter involves an allegation of research misconduct, the investigation will be conducted in accordance with the provisions of the Australian Code of Conduct for Responsible Conduct of Research, associated guides or successor documents.
- 38.9 At the conclusion of the investigation, a report will be prepared which will include all relevant findings of fact, documents relied upon and any mitigating circumstances.
- 38.10 A copy of the report will be provided to the Employee who will have 5 working days to respond to the report.
- 38.11 If satisfied that an Employee has engaged in misconduct and/or serious misconduct, the DHR may take such disciplinary action as is considered appropriate in the circumstances and will notify the Employee of the action to be taken.

- 38.12 Where the DHR is considering termination of employment the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 38.13 The Independent Reviewer will be agreed by the University and the Employee or the Employee's Representative and will provide a copy of their report to the University and the Employee.
- 38.14 Disciplinary action may include one or more of the following:
- (a) counselling;
 - (b) formal written censure/reprimand
 - (c) attendance at training;
 - (d) termination of employment;
- and / or, where it is reasonable to do so:
- (e) withholding a salary increment;
 - (f) reducing salary by one or more increments;
 - (g) demotion by one or more classification levels or increments
 - (h) transfer to an alternative position; and/or
 - (i) suspension with or without pay.
- 38.15 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 53.14 (e) - (i) is unreasonable the Employee may initiate a Dispute in accordance with clause 64.
- 38.16 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for serious misconduct.
- 38.17 The University will consider any reasonable request by the Employee or their representative to extend the periods specified in clauses 38.10 and 38.12.
- 38.18 This clause does not apply to a Casual or probationary Employees.

PART H: CONSULTATION AND COMMUNICATION

39. Consultation on Organisational Change

- 39.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.
- 39.2 Workplace change is deemed to be significant if it results in one or more of the following:
- (a) ceasing employment due to Redundancy;
 - (b) major changes in the composition, operation or size of the University's workforce or in the skills required;

- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) change to hours of operation;
- (e) the need to transfer to another campus;
- (f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Employees,

provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.

Step 1 - Consultation on significant workplace change

- 39.3 Where the University has developed a definitive proposal for significant change the University will engage in formal consultation with affected Employees and their Union(s) or other nominated representative(s) regarding the significant workplace change.
- 39.4 Formal consultation will include provision of a written proposal which sets out:
- (a) the nature of the proposed change and underlying rationale;
 - (b) information about the major change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) the significant impact the major change is likely to have on Employees;
 - (d) a reasonable timeframe for consultation of not less than 10 working days, unless otherwise agreed;
 - (e) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Employees.
- 39.5 The University will provide the opportunity to meet and confer with affected Employees on the proposed major change and any potential alternative proposals.
- 39.6 The University will provide the opportunity for affected Employees to submit written responses within the consultation timeframe.
- 39.7 The University will give genuine consideration to matters raised during the stated formal consultation period by Employees and their Union/nominated representative.

Step 2 - Implementation of Significant Workplace Change

- 39.8 The University will provide the affected Employees and the relevant Unions or other nominated representative(s) with a copy of a change implementation plan.
- 39.9 The University will continue to consult with and support Employees who are affected during the implementation of significant workplace change, and will avoid or mitigate against any detrimental outcomes for affected Employees.

Transfers

- 39.10 The University retains the right to transfer Employees that may be impacted by a significant workplace change to mitigate the adverse effects of the change. During the workplace change where the University is able to identify Suitable Alternative Employment, the University is entitled to transfer the Employee to that position. The transfer is subject to the University giving the Employee 10 working days written notice of the transfer.

40. Consultation on Change to Regular Rosters or Ordinary Hours of Work

- 40.1 Where a decision has been made to change the Employees' regular rosters or ordinary hours of work the University will, as soon as practicable:
- (a) discuss with the relevant Employees the introduction of the change;
 - (b) provide information to the Employees about the change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (d) consider any view given by the Employees about the impact of the change.

PART I: FLEXIBILITY

41. Individual Flexibility Agreement

- 41.1 The University and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;
 - (iii) leave loading;
 - (iv) additional purchased leave; and
 - (b) the arrangement meets the genuine needs of the University and Employee in relation to one or more of the matters mentioned in clause 41.1(a); and
 - (c) the arrangement is genuinely agreed to by the University and the Employee.
- 41.2 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 41.3 The University must ensure the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and Employee; and
 - (c) is signed by the University and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- 41.4 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 41.5 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the University and the individual Employee.

PART J: CEASING EMPLOYMENT

42. Termination of Employment

- 42.1 The University may terminate an Employee's contract of employment, in writing, at any time by providing:
- (a) 4 weeks' notice;
 - (b) in the case of a probationary Employee, 2 weeks' notice; or
 - (c) in the case of an Employee who has completed more than 5 years' service and is over 45 years old, 5 weeks' notice.
- 42.2 For Casual Employees, employment may be terminated by 1 working hour's notice.
- 42.3 This clause only applies to fixed term Employees where their contract of employment is terminated prior to its end date under the following circumstances:
- (a) during a probationary period;
 - (b) for misconduct or serious misconduct; or
 - (c) for unsatisfactory performance.
- 42.4 Notwithstanding the notice requirements above, the University and an Employee may agree to a lesser period of notice, provided that the notice will not be less than as required by the NES.
- 42.5 The University must provide the Employee with written notice of the effective day of termination.
- 42.6 The University may require the Employee to either work the notice period or may make a payment to the Employee in lieu of part or all of the notice period.
- 42.7 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct.

43. Expiry of Fixed Term Employment

43.1 The University will give to a fixed term Employee who is employed on a contract for the specific purpose of teaching in the Centre, other than staff on a pre-retirement contract or staff appointed as replacement Employees, written notice of the University's intention to renew or not to renew employment with the University upon the expiry of the employment contract.

The notice will be at least:

| Current contract duration | Minimum Notice |
|---------------------------|----------------|
| <3 years | 2 weeks |
| ≥3 years to <5 years | 3 weeks |
| ≥5 years | 4 weeks |

Severance pay

43.2 Severance pay will be payable where:

- (a) the Employee was employed on a fixed term contract for the specific purpose of teaching in the Centre; and
- (b) in circumstances where:
 - (i) the University has given notice of non-renewal of a fixed term contract;
 - (ii) the Employee seeks to continue employment with the University; and
 - (iii) the Employee is employed on a second or subsequent fixed term contract.

43.3 Severance pay will be as follows:

| Period of continuous service | Severance pay |
|------------------------------|---------------|
| > 1 year to <2 years | 4 weeks |
| ≥2 to <3 years | 6 weeks |
| ≥ 3 to <4 years | 7 weeks |
| ≥4 years | 8 weeks |

43.4 Where the University offers and an Employee does not accept Suitable Alternative Employment, severance will not be paid.

43.5 Staff holding fixed term contracts for the purpose of pre-retirement or as a replacement Employee will not be entitled to severance.

43.6 For the purpose of these provisions, breaks between appointments of up to 2 times per year and of up to 6 weeks will not constitute breaks in service.

43.7 Periods of approved unpaid leave or casual employment will not count for service, but will not constitute breaks in service for the purposes of these provisions.

44. Resignation or Retirement

44.1 Ongoing and fixed term Employees are required to give 4 weeks' notice in writing of their intention to resign or retire. In the case a probationary Employee, the required notice is 2 weeks.

- 44.2 Casual Employees are required to provide 1 working hours' notice of their intention to resign.
- 44.3 The University and the Employee may agree to a shorter period of notice.
- 44.4 To the extent permitted by law, where an Employee fails to provide the required notice, the University may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit payments for the period not worked.

45. Redundancy

- 45.1 **Redundancy** is when the Employee's employment is terminated at the initiative of the University because the University no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 45.2 This clause applies to eligible ongoing Employees whose employment is terminated at the University's initiative for reasons of Redundancy. This clause does not apply to:
- (a) an Employee whose employment is terminated because of ill health, misconduct, serious misconduct or unsatisfactory performance;
 - (b) a Casual or fixed term Employee;
 - (c) an Employee whose period of continuous service with the University is less than 12 months;
 - (d) an Employee who is placed in to Suitable Alternative Employment as per clause 45.3 and clause 45.11;
 - (e) any other Employee who, due to the operation of sections 121, 122 and / or 123 of the Act does not have an entitlement to receive Redundancy pay under section 119 of the Act as amended from time to time.

Transfers

- 45.3 The University may transfer an Employee;
- (a) to Suitable Alternative Employment; or
 - (b) where the Employee agrees, to a lower classification level (being no more than one level below the Employee's current classification level).
- 45.4 If clause 45.3(b) applies then the Employee will continue to be paid at the salary they received immediately prior to redeployment for a period of 12 months from the date of notification specified at clause 45.5 or until the salary of the new role matches their previous salary, whichever occurs first.

Notifications

- 45.5 The University will advise any Employee, whose employment is at risk of being terminated for reasons of Redundancy (**Affected Employee**), of the reasons for the decision and the period in which the University intends to carry out the termination.
- 45.6 The University will provide written notice of Redundancy to an Affected Employee. That Employee may:
- (a) within 4 weeks request redeployment as per clause 45.11; or
 - (b) indicate that they intend to accept the Redundancy entitlements payable as per clause 45.18.

- 45.7 An Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy may apply within 2 weeks of the notification to the Executive Director, Corporate Services for a review of the decision. The Executive Director, Corporate Services will review the decision considering whether the Redundancy is in accordance with clause 45.1 and will either:
- (a) confirm the notice of Redundancy; or
 - (b) withdraw the notice of Redundancy.
- 45.8 Where a position's FTE is reduced, an Employee may:
- (a) agree to continue employment at the reduced FTE basis provided that the University will not make any pro rata severance payments;
 - (b) request redeployment to a position of the same FTE as the redundant position as per clause 45.11; or
 - (c) indicate that they intend to accept the Redundancy entitlements payable as per clause 45.18.

Voluntary Redundancy

- 45.9 Nothing in this clause prevents the University electing to call for expressions of interest in voluntary Redundancy.
- 45.10 Where an application for voluntary Redundancy is granted the Employee will be entitled to notice, severance and leave as per clause 45.18. The Employee will not be entitled to redeployment or transfer.

Redeployment

- 45.11 An Employee may nominate for redeployment within 4 weeks of the University issuing the notice that the position is to be declared redundant at clause 45.6.
- 45.12 Where an Employee nominates for redeployment, the University will consult with the Employee in an attempt to find Suitable Alternative Employment for a period of up to 6 months from the date specified in the notice provided under clause 45.6.
- 45.13 The University may direct that an Employee on redeployment is placed in Suitable Alternative Employment.
- 45.14 An Employee on redeployment who has not been placed in Suitable Alternative Employment and elects to resign will be eligible for Redundancy entitlements under clause 45.18.
- 45.15 The University may assist Employees on redeployment by providing:
- (a) reasonable leave to attend interviews; and
 - (b) assistance in the preparation of a resume and applications for employment.
- 45.16 If the University considers Suitable Alternative Employment not practicable, the University may, after a period of 4 months from the notice period specified at clause 45.5, terminate the Employee's employment on the grounds of Redundancy. The Employee will be entitled to the Redundancy entitlements specified at clause 45.18.
- 45.17 During the redeployment period, the Employee may be directed to clear all accrued leave.

Redundancy entitlements

45.18 An Employee whose employment is terminated for reasons of Redundancy will receive the following applicable notice, severance and leave entitlements:

(a) **Notice**

- (i) an Employee who nominates redeployment and subsequently resigns, or who's employment is terminated for reasons of Redundancy will receive or be required to give 4 weeks' notice (or the balance of such notice), or payment in lieu of all or part of the notice period;
- (ii) an Employee who has had their expression of interest accepted for voluntary Redundancy will receive 8 weeks' notice or payment in lieu of all or part of the notice period; or
- (iii) all other Employees whose position is declared redundant will receive 8 weeks' notice or payment in lieu of all or notice as specified by the NES (whichever is greater) or payment in lieu of all or part of the notice period.

(b) **Severance**

- (i) severance pay in accordance with the following table for the first 10 years of service:

| Completed years of University service | Severance pay |
|---------------------------------------|---------------|
| 1 | 4 weeks' pay |
| 2 | 6 weeks' pay |
| 3 | 9 weeks' pay |
| 4 | 12 weeks' pay |
| 5 | 15 weeks' pay |
| 6 | 18 weeks' pay |
| 7 | 21 weeks' pay |
| 8 | 24 weeks' pay |
| 9 | 27 weeks' pay |
| 10 | 30 weeks' pay |

for subsequent years, the Employee will be entitled to 2 weeks' pay per completed year of University service to a maximum redundancy entitlement of 104 weeks.

(c) **Leave**

- (i) accrued but untaken and pro rata long service leave;
- (ii) accrued but untaken annual leave and annual leave loading; and
- (iii) accumulated but untaken time off in lieu or any banked flexi leave.

45.19 Entitlements under 45.18(a) and 45.18(c) will be paid at the current salary rate of the Employee.

45.20 Entitlements under 45.18(b) will be paid at the substantive salary rate of the Employee, provided that where an Employee has varying FTE the severance payments will be based on an average FTE over the period of eligible employment.

PART K: DISPUTE RESOLUTION

46. Grievances

- 46.1 **Grievance** will mean any problem, concern or complaint related to work, workload or the work environment which an Employee believes to be unfair, inequitable, or discriminatory provided that a grievance may not be raised about any matter covered by a separate review process under this Agreement.
- 46.2 At any stage of this process an Employee may appoint a Union or Employee representative to accompany or represent them in relation to the grievance.
- 46.3 The following is the procedure for resolving Grievances:
- (a) an Employee with a Grievance will first discuss it with their immediate supervisor.
 - (b) if the Employee is not satisfied with the outcome of action taken under clause 46.3(a) above, then the Employee may refer the Grievance to the Director.
 - (c) the Director will consider the matter as soon as practicable and inform the Employee within 5 working days either of the decision in the matter or of the action proposed.
- 46.4 If the Employee is not satisfied with the outcome of action taken under clause 46.3 above, then the Employee may notify the DHR or nominee.
- 46.5 The DHR or nominee, on being notified of the existence of a Grievance, will act promptly to have the matter resolved.

47. Dispute Resolution

- 47.1 For the purposes of this clause:
- (a) **Dispute** means matters arising under the Agreement or in relation to the NES; and
 - (b) **Dispute Procedure** means the procedure set out in clauses 47.5 to 47.11.
- 47.2 All parties covered by the Agreement are able to raise a Dispute and be represented in the Dispute Procedure.
- 47.3 Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 47.4 While the Dispute Procedure is being conducted;
- (a) working conditions as they existed prior to the Dispute will continue; and
 - (b) an Employee must continue to perform their work as they would normally unless:
 - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or
 - (ii) there are other reasonable grounds to refuse to comply with a direction.
- 47.5 Parties to the Dispute will attempt to resolve the issues at local level in the first instance.

- 47.6 Where the Dispute is not resolved, or is impracticable to settle locally, either party to the Dispute may refer the Dispute to the DHR in writing.
- 47.7 Where a Dispute is lodged it will set out in writing the provision of the Agreement or NES to which the Dispute relates, be particularised and state the outcome being sought.
- 47.8 Upon receipt of a written notice of a Dispute by the DHR, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 working days.
- 47.9 The parties may agree to adopt an interim resolution on a trial basis which may include adjustments to the timeframes within this clause where appropriate.
- 47.10 After meeting in accordance with clause 47.8 the University may declare that a Dispute is vexatious including because the Employee has notified multiple disputes on the same or similar subject matter. Where a Dispute is declared vexatious it will be deemed to be not resolved and clause 47.13 will apply.
- 47.11 If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 47.12 If the Dispute is not resolved as provided at clause 47.8:
- (a) either party may refer the Dispute to the FWC or by agreement to another person or body for resolution within 10 working days;
 - (b) if the Dispute is referred to:
 - (i) the FWC, the FWC may deal with the Dispute through conciliation and/or arbitration in order to resolve the Dispute the outcome of which will be binding on the parties; or
 - (ii) another person or body, then that person or body may deal with the Dispute as agreed by the parties; and
 - (c) if the Dispute is not referred for resolution within the specified timeframes then the Dispute lapses.
- 47.13 The parties to a Dispute may extend timeframes under this clause by agreement in writing.

SCHEDULE A: SALARIES

TEACHERS

| Level | Current rate | \$1,100 p.a. Effective Agreement commencement | \$ p.a. (1.25%) Effective January 2019 | \$1,100 p.a. plus (0.75%) Effective January 2020 | \$ p.a. (2.6%) Effective January 2021 |
|-------|--------------|--|--|---|---|
| 1.1 | 56,163 | 57,263 | 57,979 | 59,522 | 61,070 |
| 1.2 | 57,229 | 58,329 | 59,058 | 60,609 | 62,185 |
| 1.3 | 59,364 | 60,464 | 61,220 | 62,787 | 64,419 |
| 1.4 | 61,553 | 62,653 | 63,436 | 65,020 | 66,711 |
| 1.5 | 64,951 | 66,051 | 66,877 | 68,487 | 70,268 |
| 1.6 | 67,218 | 68,318 | 69,172 | 70,799 | 72,640 |
| 1.7 | 69,488 | 70,588 | 71,470 | 73,114 | 75,015 |
| 1.8 | 71,751 | 72,851 | 73,762 | 75,423 | 77,384 |
| 1.9 | 74,248 | 75,348 | 76,290 | 77,970 | 79,997 |
| 1.10 | 77,180 | 78,280 | 79,259 | 80,962 | 83,067 |
| 1.11 | 79,912 | 81,012 | 82,025 | 83,748 | 85,925 |
| 1.12 | 82,323 | 83,423 | 84,466 | 86,208 | 88,449 |

COORDINATORS

| Level | Effective Agreement commencement | Effective January 2019 | Effective January 2020 | Effective January 2021 |
|-----------|--|---------------------------|---------------------------|---------------------------|
| Level 1.1 | 90,923 | 92,060 | 93,859 | 96,299 |
| Level 1.2 | 93,423 | 94,591 | 96,409 | 98,916 |

CASUAL RATES

The casual rates for Casual Employees are inclusive of all preparation and marking required and include a 25% loading. The payment of the loading is in compensation for all paid leave entitlements, penalties and loadings, and redundancy or severance pay entitlements which a Casual Employee is not entitled to receive.

A Casual Employee will be paid the following minimum hourly rates:

- a) For each hour of face to face teaching performed:

| Level | Current rate | Effective Agreement commencement | Effective Jan 2019 | Effective Jan 2020 | Effective Jan 2021 |
|---------------|---------------------|---|---------------------------|---------------------------|---------------------------|
| Casual rate 1 | 72.13 | 72.69 | 73.6 | 74.72 | 76.66 |

- b) For each hour of non-teaching duties performed:

| Level | Current rate | Effective Agreement commencement | Effective Jan 2019 | Effective Jan 2020 | Effective Jan 2021 |
|---------------|---------------------|---|---------------------------|---------------------------|---------------------------|
| Casual rate 2 | 37.94 | 38.5 | 38.98 | 39.84 | 40.88 |

- c) For each hour facilitating student activities including but not limited to chaperone work:

| Level | Current rate | Effective Agreement commencement | Effective Jan 2019 | Effective Jan 2020 | Effective Jan 2021 |
|---------------|---------------------|---|---------------------------|---------------------------|---------------------------|
| Casual rate 3 | 28.38 | 28.94 | 29.3 | 30.08 | 30.86 |

- d) For Bridging Course research paper marking:

| Level | Current rate | Effective Agreement commencement | Effective Jan 2019 | Effective Jan 2020 | Effective Jan 2021 |
|---------------|---------------------|---|---------------------------|---------------------------|---------------------------|
| Casual rate 4 | 56.92 | 57.48 | 58.2 | 59.2 | 60.74 |

SCHEDULE B: CLASSIFICATIONS

TEACHERS

All Employee teacher positions are classified according to the classification structure specified in this Schedule B, with the primary basis for determining position classifications being consistent with the descriptors in items 1 and 2.

On appointment an Employee teacher will be placed on a salary level commensurate with the minimum salary level for their qualifications and experience as listed below:

| Category | Minimum commencement level | Maximum commencement level |
|----------|----------------------------|----------------------------|
| A | 1.4 | 1.12 |
| B | 1.3 | 1.12 |
| C | 1.2 | 1.12 |

1. Teacher qualifications

All Employees are required to have specialist TESOL qualifications with a content focus on English language, language learning and TESOL teaching.

On appointment, the University will assess the Employee's qualifications according to the following categories:

Category A will have:

- a) a recognised Degree and Diploma of Education or equivalent; and
- b) a Diploma in TESOL, Diploma in Applied Linguistics or Masters/PHD of TESOL/Applied Linguistics.

Category B will have:

- a) a recognised Degree and Diploma of Education or equivalent; and
- b) a recognised TESOL certificate or recognised Degree in Education with TESOL method with no less than 100 contact hours and a practical component of no less than 6 hours.

Category C will have:

- a) a recognised Degree or equivalent qualification that requires a minimum of 3 years study; and
- b) a recognised TESOL certificate with no less than 100 contact hours and a practical component of no less than 6 hours.

2. Teacher experience

On appointment, the University will also assess the Employee's experience and increase the salary offered to them by 1 increment for each complete year of full-time TESOL teaching.

An Employee will accrue experience during periods of part-time service on a pro rata basis. The University will not recognise part-time or casual service equivalent to less than 3 months at a full-time FTE, in any 1 teaching position.

Any increase to the salary level is provided subject to:

- a) the TESOL teaching being undertaken at:

- I. a fully accredited ELICOS Centre in an Australian university;
 - II. a fully accredited Tafe or private ELICOS Centre which is an English Australia member college;
 - III. an Australian Government initiated language centre overseas (for example IALF (Indonesia Australia Language Foundation) in Indonesia) or a centre managed by the British Council; or
 - IV. a department or centre within a recognised overseas university, institute of technology, polytechnic or tertiary level college;
- and,

b) the Centre being provided with documented evidence supported by referee reports.


COORDINATORS

A Coordinator will be classified in their role based on their experience at the Centre in coordination as set out in the table below:

| Category | Education, training and experience |
|-----------------|---|
| Level 1.1 | First year as a Coordinator at the Centre |
| Level 1.2 | Second and subsequent years as a Coordinator at the Centre. |

Signatories

Signed for and on behalf of
The University of Western Australia



Full name:

SIMON RICHARD BIGGS

Authority to sign:

Senior Deputy Vice-Chancellor

Address:

35 Stirling Highway
Crawley WA 6009

Date:

27-8-18

AND

Signed for the Employees:



Full name:

Grahame McCulloch

Authority to sign:

General Secretary

Address:

National Tertiary Education Union
120 Clarendon Street
SOUTH MELBOURNE VIC 3205

Date:

30 August 2018



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**

IN THE FAIR WORK COMMISSION

Dear Deputy President Masson,

University of Western Australia ELICOS Teachers Agreement 2018 (AG2018/4910)
Undertaking – Section 190

I, Professor Simon Biggs, Senior Deputy Vice Chancellor for the University of Western Australia give the following undertakings with respect to the University of Western Australia ELICOS Teachers Agreement 2018 ("**Agreement**").

1. I have the authority given to me by the University of Western Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. That the minimum weekly wage referred to in clause 11.2 will not be less than \$86.00 per week.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Professor Simon Biggs

29.1.19

Date