DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

**The University of Western Australia**  
(AG2015/5026)

**THE UNIVERSITY OF WESTERN AUSTRALIA ELICOS TEACHERS AGREEMENT (2015)**

Educational services

DEPUTY PRESIDENT GOSTENCNIK MELBOURNE, 1 OCTOBER 2015

Application for approval of *The University of Western Australia ELICOS Teachers Agreement (2015)*.

[1] An application has been made for approval of an enterprise agreement known as *The University of Western Australia ELICOS Teachers Agreement (2015)* (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] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 1 October 2015 and, in accordance with s.54, will operate from 8 October 2015. The nominal expiry date of the Agreement is 31 December 2016.

DEPUTY PRESIDENT

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THE UNIVERSITY OF WESTERN AUSTRALIA
ELICOS TEACHERS AGREEMENT 2015

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This Agreement shall be known as The University of Western Australia ELICOS Teachers Agreement (2015).

2. Arrangement

PART A - PRELIMINARIES

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3. Application of the Agreement

3.1 This Agreement is binding according to its terms upon:

3.1.1 The University of Western Australia;

3.1.2 The National Tertiary Education Industry Union (NTEU); and

3.1.3 All University employees to whom the agreement applies who teach non-award English Language courses.

3.2 This Agreement does not apply to the University's Academic and Professional and General Staff or persons principally:

3.2.1 involved in the operation of child care facilities, or

3.2.2 employed in –

(a) the operation of theatrical or University Club venues used predominantly for commercial purposes, or

(b) production companies engaged in the production of theatrical, musical or other entertainment on a commercial basis.

3.3 This Agreement is an Enterprise Agreement pursuant to Section 172 of the Fair Work Act 2009 and supersedes and replaces The University of Western Australia ELICOS Teachers Agreement 2011 (AG2011/3272).

3.4 Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedures or guidelines referred to in this Agreement.

4. Term

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of approval of this Agreement by FWA under the provisions of the Fair Work Act 2009 as amended and shall have a nominal expiry date of 31 December 2016.

5. Agreement Closed and Comprehensive

This Agreement is a closed and comprehensive agreement and wholly displaces any award (existing or future) or any agreement which, but for the operation of this Agreement, would apply.

6. Aim of the Agreement

6.1 The significant contribution made by employees in the advancement of the University's strategic goals and priorities is recognised. It is the intention that this agreement represents conditions of empoyment that seek to establish a basis and environment that is both supportive of staff and the achievement of the goals reflected in the University's Strategic Direction. In addition to the objectives identified in the University’s Strategic Plan, the objectives of this Agreement include:

6.1.1 to support the University in attracting the highest quality international students by providing excellent English language programmes to ensure international students meet the University's English language proficiency requirements;

6.1.2 to concentrate on the teaching of and research into the teaching and learning of the English language;

6.1.3 to increase the University's funding base;
6.1.4 to develop and direct resources preferentially to areas of particular strength, importance and opportunity;

6.1.5 to build strategic partnerships and alliances; and

6.1.6 to improve collaboration within the University;

The parties also agree that the objectives will not be limited to the measures set out in this subclause.

6.2 In addition to the objectives identified in the University’s Strategic Plan the objectives of this agreement include the facilitation of:

6.2.1 fair treatment of employees;

6.2.2 a flexible approach to change that reflects the demands in operational environments; and

6.2.3 a workplace culture that values work/life balance.

6.3 It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. The University, employees and their Unions are committed to co-operating positively to implement work practices that are flexible and mutually beneficial.

6.4 The parties are seeking a co-operative approach and have identified common goals in which to achieve objectives. The common goals come under 5 headings:

6.4.1 supporting high performance teaching and research;

6.4.2 University efficiency and effectiveness;

6.4.3 providing a working environment which is conducive to quality output; and

6.4.4 reviewing current conditions.

7. Definitions

**Act**  
*Fair Work Act 2009*

**Casual**  
An employee employed or an hourly basis as follows:

(i) on regular hours for up to 5 weeks;

(ii) on irregular hours (as and when required) for up to 12 months;

**Centre**  
Centre for English Language Teaching.

**ELICOS**  
English Language Intensive Courses for Overseas Students.

**FWC**  
Fair Work Commission

**Fixed Term**  
Means an appointment for a specified period of time and specified as such at the time of the appointment.

**Director**  
Head of School or Section or as otherwise defined under the University’s delegations.

**NEAS**  
National ELT Accreditation Scheme.
Teaching Term  A teaching term applies to General English, Academic English, Business English and IELTS Preparation and is a continuous five-week teaching period with defined start and end dates. In the context of these courses, a ten-week teaching module will comprise two five-week terms.

Part-Time  Means an engagement in which the appointee is required to work a certain number of hours, but less than 37.5 hours per week on a regular basis each week.

Registered Health Practitioner  Means a Health Practitioner who practices in a Health Profession as defined under the Health Practitioner Regulation National Law Act 2009

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

TESOL  Teaching English to Speakers of Other Languages.

Union  National Tertiary Education Industry Union.

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

Vice-Chancellor  The Vice-Chancellor of The University of Western Australia or a person acting in the Vice-Chancellor's position, or as his or her nominee.

8. Aboriginal and Torres Strait Islander Employment

8.1 The University is committed to furthering the employment of Indigenous Australians. The University will during the life of this Agreement continue to develop and promote the University's Indigenous Employment and Career Development Policy consistent with the University's Workforce Diversity Strategy and the operational needs of the University.

8.2 The Indigenous Employment Steering Committee will continue to operate as a partnership between the School of Indigenous Studies and the University.

8.3 The University will take active measures over the life of the Agreement to achieve the target for employment of Indigenous Staff Members as provided at 2.3 of the 2014-2016 Mission-based Compact made between the University and the Commonwealth.

8.4 The objectives of the policy include:

8.4.1. Maximising staff development and career planning opportunities by promoting the transfer of job skills and information in order to increase Indigenous staff's knowledge, independence, remuneration, job security and self-sufficiency; and

8.4.2 Increasing the employment of Indigenous Australians, consistent with subclause 8.3, by fostering their employment and participation at all levels of work activity within the University.

8.5 In the pursuit of these objectives it is envisaged that the University will:

8.5.1 Respect and consider the cultural, social and religious systems practiced by Indigenous Australians;

8.5.2 Support participation of Indigenous Australians in activities of a cultural and ceremonial nature, recognising that the provision of paid leave for such
purposes has a direct impact on the effectiveness of Indigenous Australians as employees and is therefore of direct benefit to the University;

8.5.3 Ensure employees are supported by institutional policies and procedures aimed at eliminating racism in the workplace and making the institution culturally responsive and responsible; and

8.5.4 Recognise the importance of NAIDOC week activities for Indigenous Australians and support their participation in these activities as legitimate staff development.

8.6 In support of the participation of Indigenous Australians in activities of a cultural or ceremonial nature in addition to the leave entitlements prescribed at clause 31 - Short, Compassionate/Bereavement, Ceremonial/Cultural Leave an additional 2 days ceremonial/cultural leave is available to Indigenous Australians in any one calendar year. Leave provided under this clause does not accumulate year to year.
PART B – APPOINTMENTS/TERMINATIONS

9. Vacancies

Any vacancies under the terms and conditions of this agreement will be filled in accordance with the University’s Staff Selection Policy and Procedure – Part A – Recruitment and Selection.

10. Appointments

10.1 Employees may be appointed as ongoing, fixed term or casual.

10.1.1 Not fewer than 8 full time equivalent teachers, one of which shall be the Director of Studies, shall be employed as ongoing. In determining the number of ongoing positions regard will be had to the average number of classes and the minimum number of teachers required to ensure implementation of programmes.

10.1.2 An employee who after completing a one year contract successfully undergoes a competitive selection process should be offered a further contract of not less than two years.

10.2 Ongoing defines a position that has an indefinite period of employment characterised by a long term need and funding.

10.3 Fixed term contracts are employment contracts for a prescribed length of time that is defined by a commencement and a cessation date.

10.4 Casual contracts are contracts which are offered when the nature of the work requires the engagement of an employee for either:

10.4.1 regular hours on a full time or part time basis for a period of time not exceeding 5 weeks;

10.4.2 irregular hours for a period of up to 12 months;

10.5 Where a position is to be filled on an ongoing or fixed term basis, a written offer of appointment will be made. Offers will include

10.5.1 the title of the position;

10.5.2 if the position is part time, the employment fraction;

10.5.3 the salary range applicable for the position;

10.5.4 the commencing salary;

10.5.5 whether the position is ongoing or fixed term, in which case it shall specify the term for which the position is being offered;

10.5.6 any probationary period applicable; and

10.5.7 whether the position is subject to external funding and the consequences for continued employment in the event that funds are withdrawn.

10.6 Every appointee, except one engaged on a casual or fixed term appointment of less than twelve months shall in the first instance be appointed on probation only and may be continued in such probationary appointment for a period of up to six months. On the expiry of the period of probation the Vice-Chancellor may, on the recommendation of the Director, confirm or annul the appointment or extend the period of probation. Probation may be extended in the first instance for a period not exceeding the initial period of probation and for successive periods, provided that the total period does not
exceed twelve months. Should an appointee on probation have the period of probation extended the appointee shall be notified of the reason in writing not less than two weeks prior to the conclusion of the initial probationary period.

10.7 An employee shall be advised of, and given an opportunity to make response to any adverse material about the employee which the employer intends to take into account in a decision to annul the employment upon or before the expiry of the period of probation.

10.8 Appointment to a fixed term contract shall be in accordance with Schedule D – Fixed Term Contract Employees.

11. **Contract of Service**

11.1 Ongoing and fixed term contract employees shall be required to give not less than one months’ notice in writing, unless the University and the employee can agree to a shorter period. Employees on probation may be terminated by two weeks’ notice on either side, given in writing.

11.2 Where a contract of service has been entered into and the monies allocated for salary purposes are funded from student enrolments or other externally controlled monies, which then cease, then the period of employment may be reduced or the contract of service may be terminated by the University with not less than one month’s notice, in writing, unless the University and the employee can agree to a shorter period.

11.3 The contract of service for a casual employee shall be by the hour and can be terminated by one hours notice on either side.

11.4 The provisions of Schedule C – Redeployment, Redundancy and Retrenchment will be followed where an ongoing appointment held by an employee becomes surplus to requirements.

11.5 Severance for fixed term employees will be paid in accordance with Schedule D.

11.6 Where ongoing and fixed term contract employees are over 45 years of age and have completed at least two years of continuous service on the end date of the notice period, the notice period will be increased by an additional one week.

11.7 This clause does not affect the right of the University to dismiss an employee for serious misconduct.

12. **Termination**

12.1 Where the University resolves to terminate in accordance with clause 11 of this Agreement other than in the case of a casual employee or an employee on probation, the employee shall be advised in writing of the resolution and the reason for it.

12.2 Any dispute between the University and the employee (who may choose to be represented by their employee representative) as to whether the reasons giving rise to the notice of intention to terminate are correct or justifiable or warrant such action may be referred to the FWC in accordance with the Act for determination.

12.3 The provision of subclause 12.2 shall not apply to casual, fixed term at the expiry of the term or probationary employees.
13. **Termination of Employment on the Grounds of Ill Health**

13.1 The Vice-Chancellor may require, in writing, any staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the institution at the expense of the institution.

13.2 The Vice-Chancellor shall provide a staff member with reasonable written notice which shall be not less than one month save in exceptional circumstances that a medical examination is required. Where the staff member elects to apply to the staff member’s superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 13.1 hereof shall lapse forthwith and no further action shall, subject to subclause 13.3 hereof, be taken by the Vice-Chancellor under this clause.

13.3 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of subclause 13.2 hereof.

13.4 A copy of the medical report made by the medical practitioner pursuant to subclause 13.1 hereof shall be made available to the Vice-Chancellor and to the staff member.

13.5 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to subclause 13.6 hereof, terminate the employment of the staff member in accordance with the notice required by the staff member’s contract of employment or where no notice is specified a period of 6 months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.

13.6 If within 14 days of the report being made available, the staff member or a person acting on their behalf so requests, the Vice-Chancellor shall not terminate the employment of the staff member in accordance with subclause 13.5 hereof unless and until the findings of the report are confirmed by an independent specialist or panel of specialists agreed to between the University and the local branch of the Union.

13.7 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause shall as far as possible apply the similar standards as are required to undertake the work required having regard to the operation of the staff members superannuation scheme.

13.8 These provisions shall not displace or override any existing workers compensation schemes or awards whether State or Federal, including Work Cover, or the provisions contained in any workers compensation legislation that may be enacted.

13.9 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within a reasonable time after a written notification, which shall be not less than two months, save in exceptional circumstances, as prima facie evidence that such a medical examination would have found the staff member unable to perform his or her duties and unlikely to be able to resume them within 12 months, and may act accordingly; provided that such a refusal by a staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
14. **Hours of Duty**

14.1 Except as provided in subclause 14.2 of this clause or where the working of flexible hours under arrangements are approved by the Vice-Chancellor is permitted, the normal hours of duty shall be 37.5 per week.

14.2 Hours worked in excess of 37.5 per week with the prior approval of the Director shall be taken as time off in lieu (TOIL) at a time mutually convenient.

14.3 Hours taught as relief will be granted as TOIL to be taken during the Centre’s non-teaching week or at a time agreeable to the Director or delegated representative.

14.4 Employees shall be responsible for a maximum of 20 hours face to face teaching per week. Where a teacher specifies a preference for a two teacher team teaching arrangement this will be accommodated where possible. In such circumstances the nominated teacher coordinator teaches the greater number of hours.

14.5 Where an employee is absent from the workplace and unable to do face to face teaching then other employees who are on preparation time, may, if they agree, substitute for the employee who is absent. In such a case, the employee who is substituting can do so for a maximum of 6 hours in a teaching term and will accrue TOIL on the basis of 2 hours time off for each hour of face to face teaching. TOIL is to be taken at times negotiated by the employee and the Director or delegated representative.

14.6 Employees will be required to perform no more than 6 hours per day of face to face teaching, except where the employee agrees in writing to teach a greater number of hours on any one day.

14.7 Employees may vary their contracted hours per week subject to the approval of the Director. Employees who request a change in their number of hours of work on a temporary basis may not be guaranteed a return to their original number of hours of work on the cessation of such temporary reduction, unless an agreement to return to the original number of hours has been made prior to the reduction in hours taking effect.

14.8 Employees shall be available for consultation with individual students outside scheduled teaching hours at times arranged between individual employees and students.

14.9 The parties agree to vary the provisions of this clause to ensure compliance with any amendments made by the National English Language Teaching Accreditation Scheme (NEAS). In addition the parties agree to vary the provisions of this clause should it be determined in the best interests of the Centre in order to remain competitive in the market place having regard to any amendments made to NEAS provisions.

15. **Part-Time Employees**

15.1 An employee may be appointed in a part-time capacity to work less than the normal hours of duty of 37.5 as prescribed by clause 14 of this Agreement.
15.2 The rate of salary for an employee appointed to work part-time shall be calculated pro rata to the salary appropriate to the class of work for which the employee is engaged in the proportion which the hours of work bear to 37.5.

Formula for calculation of salary:

\[
\text{Hours worked each fortnight} \times \frac{\text{Full-time fortnightly salary}}{75} = \text{Part-time fortnightly salary}
\]

15.3 An employee appointed to work part-time shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the hours worked bear to 37.5. Specifically the following shall apply to part-time employees:

15.3.1 Hours of Duty

The employer shall inform an employee appointed to work part-time of the prescribed weekly and daily hours. These hours will constitute the ordinary working hours of the employee.

There may be reasons for temporary variations to an employee's ordinary working hours. As the usual reasons for seeking part-time employment are because of other commitments, any proposed variation must be agreed to by the part-time employee. The employer must provide the employee with at least three working days' prior notice of any variation to the employee's ordinary working hours.

Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and should be paid at the normal rate.

15.3.2 Annual Increments

An employee appointed to work part-time shall be entitled to annual increments in accordance with clause 22 of this Agreement, subject to meeting the usual performance criteria.

15.3.3 Leave

An employee appointed to work part-time shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the hours worked bear to 37.5.

Payment to an employee proceeding on annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.

Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the employee not been on such leave.

15.3.4 Holidays

A part-time employee shall be entitled to the holidays as prescribed in clause 29 of this Agreement without the deduction of pay in respect of each holiday which falls on a day ordinarily worked by the part-time employee.
PART C – SALARIES AND ADDITIONAL PAYMENTS

16. **Salaries and Allowances**

Employees shall be paid in accordance with the salaries and allowances contained in Schedule A – Salaries of this Agreement.

17. **Salary Packaging**

17.1 Notwithstanding any other provision of this certified agreement, the salary that would otherwise be applicable to an employee under clause 16 and Schedule A shall be reduced by such amount as is agreed between the employee and the University to the extent necessary to provide a package for the employee containing the reduced salary and/or superannuation and/or child care payments and/or car lease payments and/or any other items that may be agreed upon by the parties from time to time.

17.2 Where the University and an employee enter into a salary packaging agreement, the University shall be taken to have satisfied its obligation under clause 16 and Schedule A of this Agreement.

17.3 In respect of an employee who enters into a salary packaging agreement, the salary rate that would otherwise be applicable to the employee under clause 16 and Schedule A of this Agreement shall be used as the basis to calculate entitlements in respect of:

17.3.1 higher duties allowance;
17.3.2 leave loading;
17.3.3 outstanding leave due upon termination of employment;
17.3.4 redundancy/early retirement payments.

17.4 While an employee who has entered into a salary packaging agreement is on any form of paid leave during employment including for example annual leave and long service leave, the employee shall continue to be paid in accordance with the terms of the salary packaging agreement.

17.5 Any dispute in relation to the operation of this subclause will be resolved in accordance with Clause 40 - Dispute Settlement, of this Agreement.

17.6 The parties agree to vary this Agreement to the extent necessary to give effect to legislative changes associated with salary packaging.

18. **Gender Pay Equity**

18.1 The University is committed to the principle of pay equity and recognises the importance of collecting and collating data relating to staff employment and salaries to enable effective analysis of gender pay equity.

18.2 The University is also committed to ensuring an appropriate gender balance on its committees.
19. **Payment of Salaries**

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

19.2 The University is not required to produce and distribute hard copy payslips to employees who have been provided with instruction on how to access electronic payslips and have been granted access to electronic payslips.

19.3 In circumstances where an employee does not have access to electronic payslips or it can be demonstrated that they cannot reasonably print a payslip confidentially arrangements may be made for receipt of a hard copy payslip.

20. **Salary Increases**

This Agreement provides for a minimum salary increase of 9.25% to be paid in instalments as set out below.

<table>
<thead>
<tr>
<th>Increase</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>3%</td>
<td>Paid from 8 September 2014 as administrative pay rise</td>
</tr>
<tr>
<td>3%</td>
<td>On 20 September 2015</td>
</tr>
<tr>
<td>3.25%</td>
<td>On 18 September 2016</td>
</tr>
</tbody>
</table>

The table of actual salary increases is set out in Schedule A.

21. **Professional Development Review**

21.1 The University’s Performance Management Framework includes a Professional Development Review process.

21.2 Employees shall undertake an annual review with their supervisor or their nominee. The University will continue to consult with employees, their Union or their employee representative regarding the implementation of the Professional Development Review process.

21.3 Supervisors are required to receive relevant training in Professional Development Review prior to undertaking reviews of other employees.

21.4 Employees will be offered relevant training before undertaking their Professional Development Review.

21.5 The Professional Development Review process aims to assist all employees to perform at their optimum level and supervisors shall adopt a professional and constructive approach.

21.6 The Professional Development process will not be used for disciplinary purposes.

22. **Incremental Progression**

22.1 Subject to satisfactory performance an employee shall proceed by annual increments from the minimum to the maximum of the salary range appropriate to the classification allocated to the position occupied in accordance with the following procedures:

22.1.1 the employee’s supervisor shall discuss performance of duties not later than one month before an increment is due;

22.1.2 the employee’s supervisor, following discussion with the employee, shall submit an incremental report recommending either payment or deferral of the
increment provided that where the employee's supervisor fails to submit an incremental report the employee's increment will proceed automatically;

22.1.3 where deferment of an increment is recommended the report shall detail the steps which have been undertaken to address unsatisfactory performance or behaviour in accordance with the University's procedures for handling unsatisfactory job performance and unsatisfactory job-related behaviour. The employee shall be informed by the supervisor of the reasons therefore and be entitled to reply in writing and to have the reply considered by the Director, Human Resources. The Director, Human Resources shall review the report and consult with the Director before determining whether the recommendation to withhold an increment will be approved. The Director and staff member will be informed of the decision by the Director, Human Resources;

22.1.4 in the event that an increment is deferred the supervisor shall counsel the employee and identify the steps the employee should take to improve their performance;

22.1.5 the decision to defer an increment shall be reviewed within a period not exceeding four (4) months of the date of deferral;

22.1.6 any subsequent approval for payment of an increment shall be effective from the date approval to proceed is granted. Thereafter, future annual increments shall become due on the original anniversary date.

22.2 Notwithstanding the provisions of subclause 22.1 of this clause the University may, in exceptional circumstances, advance an employee more than one increment, or grant a special increment or increments in the salary range appropriate to the classification allocated to the position the employee occupies.

23. Accelerated Increments

In exceptional circumstances or where it can be demonstrated to the Vice-Chancellor that an employee has performed in an exceptional, rather than competent manner in the performance of his/her duties, accelerated increments may be granted.

24. Higher Duties Allowance

24.1 An employee who is directed by the Director, or duly authorised senior employee, to act in an office which is classified higher than the employee's own office and who performs the full duties and accepts the full responsibilities of the higher office for a period of five consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee were permanently appointed to the office in which the employee is so directed to act.

24.2 Where the full duties of a higher office are temporarily performed by two or more employees they shall each be paid an allowance as determined by the Vice-Chancellor or nominee. Where an employee is directed to perform a portion of the duties and responsibilities of the position in which the employee is required to act then the allowance prescribed by this subclause shall be varied on a pro rata basis to the full allowance which would otherwise be payable.

24.3 Where an employee who has qualified for payment of a higher duties allowance under this clause is required to act in another office or other offices classified higher than the employee's own office for periods less than five consecutive working days without any break in acting service, the employee shall be paid a higher duties allowance for such periods: Provided that payment shall be made at the highest rate the employee has been paid during the employee's term of continuous acting or at the rate applicable to the office in which the employee is currently acting, whichever is the less.
24.4 Where an employee is directed to act in an office which has an incremental range of salaries the employee shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such office. Provided that acting service with allowances for acting in offices of the same classification or higher than the office during the eighteen months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.

24.5 Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve months or more, proceeds on:

24.5.1 a period of normal annual leave; or

24.5.2 a period of any other approved leave of absence of not more than one calendar month

the employee shall continue to receive the allowance for the period of leave. Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve months if during the employee’s absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately after leave. For the purpose of this subclause the expression “normal annual leave” shall mean an annual period of recreation leave of four weeks (five weeks in the case of regular shift workers), and shall include any of the holidays, and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

24.6 Where an employee who is in receipt of an allowance granted under this clause proceeds on

24.6.1 a period of annual leave in excess of the normal; or

24.6.2 a period of any other approved leave of absence of more than one calendar month

24.6.3 the employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

25. Employees Eligible for a Supported Salary

An employee who because of the effects of disability is eligible for a supported wage should be treated in accordance with Schedule B – Employees Eligible for a Supported Salary.
PART D – LEAVE

26. **Personal Leave – (Sick and Carer’s)**

26.1 For the purposes of this clause, the following are members of an employee’s immediate family:

26.1.1 a spouse (including a former spouse, a de facto, a former de facto and current or former same sex partner);

26.1.2 a child or adult child (including an adopted child, a step child or an ex nuptial child);

26.1.3 a parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;

26.1.4 a child or adult child (including an adopted child, a step child or an ex nuptial child) of the spouse;

26.1.5 a parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and

26.1.6 a person who lives with the employee in the same household or whose care is the employee’s responsibility and recognising a wide range of relationships and structures which may include one or more of the following: extended family, friendship and dependency.

26.2 An employee, excluding a casual employee, is entitled to 12.5 days (93.75 hours) of paid personal leave per year.

26.3 Personal leave will be credited to a full-time employee on the following basis:

- Leave on Full Pay
  
  On date of appointment 46.87 hours  
  On completion of six months’ service 46.83 hours  
  On completion of twelve months’ service 53.75 hours  
  On completion of each additional twelve months’ service 93.75 hours

26.4 An employee employed on a short-term contract for a period less than twelve months shall be eligible for pro rata leave in accordance with this clause.

26.5 A part-time employee will be credited personal leave on a pro-rata basis according to their FTE.

26.6 An employee may take paid personal leave:

26.6.1 due to a personal illness or injury; or

26.6.2 to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household who requires care or support because of:

   a) a personal illness or injury; or

   b) an unexpected emergency.

26.7 A casual employee is entitled to unpaid personal leave for the reasons set out in clause 26.19.
26.8 If the period during which an employee takes paid personal leave includes a day that is a University holiday, the employee is taken not to be on paid personal/carers’ leave on that day.

26.9 An employee must inform their supervisor, or arrange for their supervisor to be informed, as soon as practicable, if the employee needs to be absent from work for the reasons set out in clause 26.6.

26.10 Where 3 or more consecutive working days are involved, the leave application must be supported by a certificate from a registered health practitioner.

26.11 An employee who is unable to resume duty at the end of an approved period of leave must apply for a subsequent period of leave which is to be supported by a certificate from a registered health practitioner.

26.12 Where the Director has reasonable grounds to doubt the reasons for an employee’s absences under this clause, they shall notify the Director of Human Resources. The Director Human Resources may require the employee to provide medical certificates for all future absences for a reasonable period of time, not exceeding 12 months. The period may be reviewed by the Director Human Resources at the request of the employee.

26.13 The Director of Human Resources may direct an employee to attend a registered health practitioner, or send a registered health practitioner to attend on and examine the employee where:

26.13.1 the Director or Supervisor has reasonable doubt that the employee is absent due to illness; or

26.13.2 there is reason to doubt the fitness of the employee to be in the workplace either in relation to the safety and well being of themselves and/or others in the workplace.

All costs associated with the University directing an employee to a registered health practitioner will be met by the University.

26.14 An employee on personal leave due to personal illness or injury may be required to provide certification from a relevant registered health practitioner that they are fit to resume work.

26.15 Where an employee suffers a personal illness during a period of annual leave or long service leave and provides a certificate from a 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.

26.16 If an employee who has been retired on medical grounds subsequently resumes duty, the employee’s personal leave credits at the date of the employee’s retirement will be reinstated.

26.17 If an employee resigns and is subsequently reappointed by the University, the employee is regarded as a new appointee from the date of reappointment for the purposes of this clause. Where the employee is reappointed within 8 weeks of their resignation, the employee retains any existing personal leave entitlement under this clause.

26.18 An employee who is absent on leave without pay will not be eligible for personal leave during the period of leave without pay.
26.19 Unpaid leave

26.19.1 An employee is entitled to 2 days of unpaid carer’s leave for each permissible occasion when a member of the employee’s immediate family, or a member of the employee’s household, requires care or support:

a) due to a personal illness or injury; or

b) to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household who requires care or support because of:

i) a personal illness or injury of the member; or

ii) an unexpected emergency affecting the member.

26.20 An employee may take unpaid carer’s leave for a particular permissible occasion as:

a single continuous period of up to 2 days; or

any separate periods to which the employee and the Head agree.

26.21 An employee cannot take unpaid carer’s leave during a particular period if the employee has access to paid personal leave.

27. Annual Leave

27.1 A full-time employee is entitled to 4 weeks (150 hours) paid annual leave for each completed year of service with the University. This leave accrues progressively during each year of service and is credited on a cumulative and pro-rata basis of 5.77 hours per completed fortnight of service.

27.2 A part-time employee is entitled on a pro-rata basis to the same paid leave entitlements as a full-time employee.

27.3 A casual employee is not eligible for annual leave.

27.4 An employee who accrues an entitlement to annual leave may apply to take all or part of that leave. Unless specifically approved in advance, annual leave shall be taken in one period in one teaching term. The Director must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

27.5 Clearance of leave shall have regard for the work and teaching commitments of the employee and the convenience of the work area. Annual leave must be cleared where possible:

27.5.1 in the case of the first entitlement by the end of February in the year following commencement; and

27.5.2 within the calendar year it accrues thereafter.

27.6 The Director is responsible for managing leave arrangements within the work area.

27.7 Excess annual leave

27.7.1 The supervisor is required to assess leave entitlements with the employee annually.

27.7.2 Annual leave accrual of greater than 8 weeks entitlement is regarded as excess leave and where an employee has greater than 8 weeks accrued entitlement, they are required to reduce the leave entitlement to 4 weeks or less.
27.7.3 The employee will be provided with a period of 12 months to reduce the leave entitlement and the University will notify the employee in writing of when the 12 month period is to commence.

27.7.4 The amount of leave cleared will include leave that accrues during the 12 month period and must generally be an amount of leave which reduces the leave balance to 4 weeks or less at the end of the specified 12 month period.

27.7.5 Where an employee has accrued more than 8 weeks annual leave and has received a written notification to clear leave and the leave has not been cleared within the 12 month period, the University may direct the employee to take annual leave to reduce the leave balance to 4 weeks. The direction to clear annual leave will be in writing and the employee will be given a minimum of 8 weeks notice to clear the leave.

27.8 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.

27.9 An employee may make application in writing to the Director Human Resources to cash out any single period of annual leave on the grounds of financial hardship only. The minimum period of leave to be cashed out is 1 week. A minimum balance of 4 weeks annual leave must be maintained for an application to cash out leave to be accepted. All payments made when cashing out annual leave will be paid as ordinary time earnings, subject to superannuation and will not count as service. Employees are advised to seek financial advice before making application to cash out leave.

27.10 Annual leave is paid at the ordinary rate of pay an employee receives immediately before the period of annual leave begins.

27.11 Annual leave will normally be taken in periods of at least 37.5 hours. The minimum period of leave that can be debited is 1 hour.

27.12 Employees are encouraged to take accrued leave prior to the expiry of their appointment or resignation. Any accrued annual leave due to an employee on the cessation of employment will be paid out in the employee’s final payment.

27.13 Where a holiday referred to in clause 29 – University Holidays and Christmas Closedown, or days to be taken in lieu of those days, occur during the period an employee is absent on approved annual leave, the employee is taken not to be on paid annual leave on that day. If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid leave) the employee is taken not to be on paid annual leave for the period of that other leave or absence.

27.14 All periods of annual leave other than cashed out annual leave count as service for all purposes.

27.15 Annual Leave Loading

27.15.1 An employee, excluding a casual employee, will accrue an annual recreation leave loading equal to 17.5% of four weeks salary per calendar year.

27.15.2 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.
27.15.3 An employee who commences after 1 January in any year is entitled to a pro rata annual leave loading for the period of service in that year.

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

27.15.5 Where an employee ceases employment prior to the annual payment of leave loading, payment of pro-rata Annual Leave Loading applies.

28. **Employee Funded Extra Leave**

28.1 **Purchased Leave Scheme**

28.1.1 The employer and the employee may enter into an arrangement where the employee can purchase up to eight (8) weeks additional leave.

28.1.2 The employee can agree to take a reduced salary/wage spread over the fifty-two (52) weeks of the year and receive the following amounts of additional purchased leave:

<table>
<thead>
<tr>
<th>Number of paid weeks (spread over 52 weeks)</th>
<th>Number of weeks' purchased leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) 44 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>(ii) 45 weeks</td>
<td>7 weeks</td>
</tr>
<tr>
<td>(iii) 46 weeks</td>
<td>6 weeks</td>
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<tr>
<td>(iv) 47 weeks</td>
<td>5 weeks</td>
</tr>
<tr>
<td>(v) 48 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>(vi) 49 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>(vii) 50 weeks</td>
<td>2 weeks</td>
</tr>
<tr>
<td>(viii) 51 weeks</td>
<td>1 week</td>
</tr>
</tbody>
</table>

28.1.3 Participation in the scheme is for a period of 12 months and is to be re-negotiated annually (preferably at the beginning of the calendar year).

28.1.4 Purchased leave counts as service for all purposes.

28.1.5 All annual and purchased leave must be taken at mutually agreed times during the 12 month period, with the timing subject to approval. A record of the purchased leave shall be kept by the Centre. Where an employee has been unable to take purchased leave, the employee’s salary/wage shall be adjusted at the expiry of the 12 month period in which the leave was to be taken.

28.1.6 The employer will assess each application for purchased leave on its merits and give consideration to the personal circumstances of the employee seeking the arrangement as well as to operational requirements.

28.1.7 Payment to an employee proceeding on annual leave, in excess of the current year’s entitlement, or long service leave shall be calculated on a pro rata basis having regard for any prior periods of full-time or part-time employment.

28.1.8 Sick leave or any other paid leave shall be paid at the reduced rate.

28.1.9 During the period an employee participates in the scheme, their superannuation contributions will reduce to the level based on their actual salary for that year. Provided that if the employee wishes to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining both the notional full-time rate for the employee’s and the employer’s contribution.
28.2 **Deferred Salary Scheme**

28.2.1 An employee may apply to work within the parameters of the deferred salary scheme. In order to ensure the smooth running of CELT programmes, a maximum of two teaching staff may be absent as a result of participation in this scheme at any one time.

There are three options available within the scheme:

- **28.2.1.1** completing 4 years service paid at 80% of salary to obtain one year's leave also paid at 80% of salary
- **28.2.1.2** completing 4½ years service paid at 90% of salary followed by six month's leave paid at 90% of salary.
- **28.2.1.3** completing 2 years service paid at 80% of salary followed by six months' leave paid at 80% of salary

28.2.2 Employees are responsible for informing themselves of all implications of the deferred salary scheme before entering into such an arrangement.

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

28.2.4 An employee may elect to maintain superannuation contributions based on the full-time rate, or to alter contributions to the appropriate proportion of the new salary. An employee who elects to maintain contributions based on the full-time rate shall be responsible for paying the difference between the employer's proportional contribution and the employer's contribution based on the full-time rate.

28.2.5 An employee may withdraw in writing from this 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 shall not be entitled to an equivalent absence from duty.

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

- secondments where the outside organisation pays;
- leave without pay;
- sick leave without pay greater than three months;
- parental leave.

Periods of non-participatory service will delay the commencement of the leave year by the length of that non-participatory period. Employees will be paid their normal salary during non-participatory periods.

28.2.7 Periods deemed to be participatory include:

- approved leave while in receipt of Workers' Compensation;
- sick leave without pay less than or equal to three months, with salary in the final year adjusted accordingly;
- long service leave;
- sick leave with pay;
- annual leave.

28.2.8 An employee may not work for the University during the period of leave provided under this subclause.
28.2.9 The deferred salary scheme is offered on the basis that it currently complies with general taxation ruling of the Australian Taxation Department (TD 93/242 and CDS10056). In the event the Australian Taxation Office varies or withdraws these taxation rulings and it is no longer possible to offer deferred salary scheme, the scheme will cease with effect from that date.

29. **Holidays and Christmas Closedown**

29.1 Subject to the provisions of subclauses 25.2 and 29.3 of this clause the following days shall be observed as holidays. New Year’s Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign’s birthday, Christmas Day, Boxing Day and such other days as may be declared State Public holidays or University holidays. Provided that:

29.1.1 Whenever Labour Day, Foundation Day or Sovereign’s birthday fall on a day other than a Monday the next following Monday shall be the holiday instead of such day; and

29.1.2 Such days will normally be taken as part of the Christmas closedown period. Where this is not possible then the days may be taken at some other time agreeable between the University and the employee.

29.2 If in terms of Senate resolutions 273/63 and 139/64, any of the days stated in subclause 29.1 of this clause are not observed as holidays on the appointed day one day’s leave in lieu will be granted in each case subject to its normally being taken between the Christmas and New Year holidays or immediately following the New Year holidays. Provided that leave in lieu accrued under this clause can be cleared at an alternative agreed to by the employee and the employer.
29.3 Where an employee has worked less than the required number of open public holidays to qualify for paid leave for the Christmas closedown, the employee shall take either annual leave, accrued time in lieu or leave without pay for the required number of days.

29.4 An employee who is required to work on an appointed holiday shall be granted equivalent time off in lieu.

29.5 By agreement between the University and an employee involved in the administration of students the above arrangement may be varied to better meet the operational requirements of the specific area.

30. **Long Service Leave**

30.1 Subject to the provisions of this clause, an employee who has completed a period of ten years' continuous service in the employ of the University is entitled to 13 weeks' long service leave on full pay.

30.2 An employee employed prior to 19 April 1994:

30.2.1 with an entitlement to accrue three months' long service leave on the completion of seven years' continuous service shall maintain this entitlement, however the three months will be replaced by an entitlement of 13 weeks;

30.2.2 with an accrued entitlement of three months maintains that entitlement.

30.3 For each and every subsequent period of seven years' continuous service an employee shall be entitled to an additional 13 weeks' long service leave on full pay.

30.4 Upon application by an employee, the Vice-Chancellor may approve of the taking by the employee

30.4.1 of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or

30.4.2 of half the period of long service leave entitlement on double pay, in lieu of the period of long service leave entitlement on full pay; or
30.4.3 of any portion of the employee’s long service leave entitlement on full pay, or
double such period on half pay or half such period on double pay; or

30.4.4 of pro-rata leave entitlement after seven years in the first qualifying period and
each three and a half years of second and subsequent entitlements.

30.5 An employee who clears any pro-rata long service leave entitlement as provided for at
subclause 30.5.4 of this clause shall not be liable to repay any monies representing
pro-rata long service leave should the employee subsequently resign prior to the full
entitlement accruing.

30.6 An employee who, during an accrual period, was subject to variations in ordinary
working hours or whose ordinary working hours during the accrual period are less
than the employee’s ordinary working hours at the time of commencement of long
service leave, may elect to take a lesser period of long service leave calculated by
converting the average ordinary working hours during the accrual period to the
equivalent ordinary hours at the time of commencement of long service leave.

30.7 Any holiday occurring during the period in which an employee is on long service leave
shall be treated as part of the long service leave and extra days in lieu thereof shall
not be granted.

30.8 A lump sum payment for the monetary equivalent of a long service leave entitlement
accrued in accordance with this clause and for any pro rata long service leave based
on continuous service of a lesser period than that prescribed by this clause for a long
service leave entitlement shall be made in the following cases.

30.8.1 to an employee who retires at or over the age of 55 years or who is retired on
the grounds of ill health. Provided that no payment shall be made for pro rata
long service leave unless the employee has completed not less than twelve
months’ continuous service before the date of the employee’s retirement.

30.8.2 to an employee who, not having resigned, is retired for any other cause.
Provided that no payment shall be made for pro rata long service leave unless
the employee has completed not less than three years’ continuous service
before the date of retirement.

30.8.3 to the estate of an employee or such other person as may be approved by the
Vice-Chancellor, in the event of a death of an employee. Provided that no
payment shall be made for pro rata long service leave unless the employee
had completed not less than twelve months’ continuous service prior to the
date of death.

30.9 An employee who resigns or whose appointment is terminated for any reason shall be
paid the monetary equivalent of any long service leave entitlement accrued in
accordance with subclause 30.1 or 30.3 of this clause and standing to the employee’s
credit at the date of the employee’s resignation or termination of appointment.

30.10 A calculation of the amount due for long service leave accrued and for pro rata long
service leave shall be made at the rate of salary of an employee at the date of
retirement, resignation or death, whichever applies, and no such payment shall
exceed the equivalent of twelve months’ salary.

30.11 The expression “continuous service” in this clause includes any period during which
an employee is absent on full pay or part pay from his duties, but does not include:

30.11.1 any period exceeding two weeks during which the employee is absent on
leave without pay;
30.11.2 any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.

30.11.3 subject to subclause 30.12.5 below, any period of service between the fifth anniversary date of the employee having accrued an entitlement to long service leave, or a deferred commencing date approved by the Vice-Chancellor pursuant to this clause, and the date on which the employee clears that entitlement;

30.11.4 any service by an employee between the date by which long service leave entitlements are required to be cleared pursuant to subclause 30.4 of this clause, or a deferred commencing date approved by the Vice-Chancellor pursuant to subclause 30.4 of this clause and the date on which the employee clears the entitlement required;

30.11.5 any service by an employee who has been granted a deferment for the taking of long service leave by the Vice-Chancellor because of impending retirement pursuant to subclause 30.4 of this clause between a deferred commencing date approved by the Vice-Chancellor and the date the employee retires or clears a full entitlement to long service leave if the employee does not retire on the date nominated;

30.11.6 any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

30.12 The provisions of this clause shall not apply to casual employees

31. **Short, Compassionate/Bereavement, Ceremonial/Cultural Leave**

31.1 Short Leave is primarily for matters of a personal and pressing nature which arise without notice and require immediate attention.

31.2 Compassionate/Bereavement Leave provides leave for each occasion (a permissible occasion) when a member of the employee’s immediate family or a member of the employee’s household:

31.2.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

31.2.2 sustains a personal injury that poses a serious threat to his or her life; or

31.2.3 dies.

Immediate family covers:

31.2.4 a spouse (including a former spouse, a de facto, a former de facto and current or former same sex partner);

31.2.5 a child or adult child (including an adopted child, a step child or an ex nuptial child);

31.2.6 a parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;

31.2.7 a child or adult child (including an adopted child, a step child or an ex nuptial child) of the spouse;
31.2.8 a parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and

31.2.9 a person who lives with the employee in the same household or whose care is the employee’s responsibility and recognising a wide range of relationships and structures which may include one or more of the following: extended family, friendship and dependency.

31.3 Ceremonial/Cultural Leave provides leave for legitimate ceremonial and cultural purposes to meet the employee's customs, traditional law and participation in ceremonial activities.

31.4 An employee must inform the Director, or arrange for the Director to be informed, as soon as practicable (which may be a time after the leave has started) of the taking of Short, Compassionate/Bereavement or Ceremonial/Cultural leave.

31.5 An employee who has informed the Director of the taking of Compassionate/Bereavement Leave must advise the period, or expected period, of the leave. If requested by the Director, the employee must provide evidence which would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in subclause 31.2.

31.6 The Director will grant an employee of the Centre 2 days Compassionate/Bereavement Leave, which may be taken as:

(a) a single continuous 2 day period; or
(b) 2 separate periods of 1 day each; or
(c) Any separate periods agreed by the Director and the employee to a maximum of 2 days

Where the Director requests evidence of the kind referred to in subclause 31.5, an employee is only entitled to Compassionate/Bereavement leave where they provide such evidence.

31.7 The Director may grant an employee of the Centre Short and Ceremonial/Cultural Leave of absence not exceeding 15 consecutive hours and not exceeding, in aggregate, 22.5 hours in any one calendar year.

31.8 The minimum period of leave that can be taken is one (1) hour.

31.9 The first 2 day permissible occasion for bereavement/compassionate purposes taken in any calendar year will reduce the employee’s annual short leave entitlement by 2 days (15 hours).

31.10 An employee employed on a fixed term contract of more than twelve months shall be eligible for leave in accordance with this clause, and an employee employed on a fixed term contract of less than twelve months shall be eligible for pro rata short leave in accordance with this clause.

31.11 Part time employees are eligible for short and ceremonial/cultural leave on a pro rata basis in accordance with the following formula:

\[
\text{Hours worked per fortnight} \times \frac{22.5}{75} = \frac{22.5}{1}
\]

31.12 Leave granted in accordance with this cause 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.
31.13 In addition to the leave provided under this clause, employees who are Indigenous Australians are entitled to an additional 2 days leave in accordance with the provisions of clause 8 – Indigenous Australians Employment.

31.14 The provisions of this clause shall not apply to casual employees.

32. Leave Without Pay

32.1 Subject to the provisions of subclause 32.2 of this clause, the Vice-Chancellor or nominee, on the recommendation of the Director, may grant an employee leave of absence without pay for a period not exceeding twelve (12) months in the first instance. For fixed term employees leave without pay will not be approved for any period which exceeds the term of the appointment.

32.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

32.2.1 The work of the department is not unduly inconvenienced; and

32.2.2 All other leave credits of the employee are exhausted provided that where the leave without pay is for the purposes of:

   32.2.2.1 providing care and support to another person whose care is the responsibility of the employee, the employee will not normally be required to exhaust all other leave credits; or

   32.2.2.2 accepting a secondment opportunity with another employer the employee will not normally be required to exhaust all other leave credits.

32.2.3 The minimum period of leave without pay which may be granted is one (1) day.

32.3 Any period which exceeds two weeks during which an employee is on leave of absence granted under this clause shall not, for any purpose, be regarded as part of the period of service of that employee unless the Senate, on the recommendation of the Vice-Chancellor, otherwise determines.

32.4 The provisions of this clause shall not apply to casual employees.

33. Parental and Partner Leave

33.1 Parental Leave

Definitions – for the purpose of this clause

33.1.1 “Child” means a child born to or legally adopted by an employee or the employee’s partner.

33.1.2 “Continuous Service” is service given in accordance with the contract of employment without a break or with a break not exceeding a period of two weeks.

33.1.3 “Employee” includes full time, part time, ongoing and fixed term contract employees.

33.1.4 “Employee Couple” means two employees who are both employed at the University.

33.1.5 “Partner” means a person who is a spouse, de facto or same sex partner of a primary care giver.
33.1.6 “Parental Leave” means the period of absence of up to 104 weeks provided for under this clause. The period of 104 weeks may include paid and unpaid parental leave.

33.1.7 “Perinatal Death” means the death of a fetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant with 28 days of birth.

33.1.8 “Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children.

33.1.9 “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

33.2 Entitlement to Parental Leave

33.2.1 An employee is entitled to a period of up to 104 weeks parental leave in respect of the:

(a) birth of a child to the employee or the employee’s partner; or

(b) adoption of a child who is not the birth child or the stepchild of the employee or the employee’s partner; is under the age of sixteen (16) and has not lived continuously with the employee for six (6) months or longer.

33.2.2 An employee who has completed 12 months continuous service at the time parental leave is to commence is entitled to paid parental leave in accordance with subclause 33.2.3 or subclause 33.2.5.

33.2.3 An employee identified as the primary care giver of a child and who has completed 12 months but less than 5 years continuous service at the time parental leave commences is entitled to 26 weeks paid parental leave at full pay or 52 weeks at half pay. This will form part of the 104 week parental leave entitlement provided in subclause 33.2.1.

33.2.4 Paid parental leave taken in accordance with 33.2.3 must conclude within 26 weeks (at full pay) or 52 weeks (at half pay) of the date of birth or placement of the child.

33.2.5 An employee identified as the primary care giver of a child and who has completed 5 or more years continuous service at the time parental leave commences is entitled to 36 weeks paid parental leave at full pay or 72 weeks at half pay. This will form part of the 104 week parental leave entitlement provided in subclause 33.2.1.

33.2.6 Paid parental leave taken in accordance with 33.2.5 must conclude within 36 weeks (at full pay) or 72 weeks (at half pay) of the date of birth or placement of the child.

33.2.7 An employee who has completed less than twelve (12) months’ continuous service at the time the parental leave commences is entitled to unpaid parental leave.

33.2.8 The entitlements outlined in this clause are not available concurrently to any paid parental leave entitlements of an employee’s partner through their employer except partner or paternity leave.
33.2.9 Where parental leave is taken at half pay superannuation contributions will be made on a pro-rata basis. Where the employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining the notional full-time rate for both the employee and the employer contribution.

33.2.10 The paid and unpaid parental leave entitlement up to a maximum of 104 weeks may be shared between employee couples assuming the role of primary care giver.

33.2.11 Paid Parental leave and paid Partner Leave may be taken concurrently by employee couples for a maximum of two (2) weeks.

33.2.12 Any unused portion of paid or unpaid parental leave will not be preserved in any way.

33.2.13 An employee may elect to be paid in advance for the period of paid parental leave at the commencement of the parental leave or on a fortnightly basis for the period of the paid parental leave.

33.2.14 An employee employed for a fixed term contract is entitled to parental leave under this clause however the period of leave granted shall not extend beyond the term of that contract.

33.2.15 To be eligible for second and subsequent paid parental leave an employee must return to work on each occasion:

(a) for a qualifying period of at least 12 months continuous service; and
(b) at 50% or more of the fraction of employment the employee held prior to commencing parental leave, provided that the return fraction is not less than 0.4 FTE.

33.2.16 An employee who does not meet the requirements of 33.2.15 is entitled to 14 weeks paid parental leave for a second or subsequent period of parental leave

33.3 Other leave entitlements

33.3.1 An employee may clear accrued annual leave or long service leave for the whole or part of the unpaid parental leave absence. The total of any accrued leave accessed may be paid at full or half pay and will form part of the 104 weeks parental leave entitlement provided at subclause 33.2.1. During periods of annual or long service leave clearance the absence is classified as leave for parental leave purposes.

33.3.2 In the event of a pregnant employee prior to the commencement of parental leave;

(a) being sick;
(b) being required to undergo a pregnancy related medical procedure; or
(c) experiencing medical complications related to the pregnancy

the employee may use accrued personal leave credits in accordance with clause 26 – Personal Leave.

33.3.3 An employee on parental leave is not entitled to paid personal leave and other paid absences other than as specified in 33.3.4.
33.3.4 An employee whose pregnancy terminates or whose planned adoption of a child does not eventuate is entitled to such period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid personal leave cannot be taken concurrently with paid parental leave.

33.4 Commencement of Parental Leave

33.4.1 A pregnant employee can commence the period of parental leave any time within 6 weeks before the expected date of birth.

33.4.2 A pregnant employee may apply to the Director of Human Resources to commence paid parental leave up to 20 weeks prior to the expected date of birth on either medical or compassionate grounds. The Director Human Resources will not unreasonably refuse such a request.

33.4.3 A primary caregiver, other than a pregnant employee, with an entitlement to paid parental leave at 33.2.2 may commence paid parental leave within 14 weeks of the date of birth or placement of the child.

33.4.4 If the pregnancy of an employee results in a medically defined late pregnancy miscarriage, a stillbirth, or a perinatal death the pregnant employee retains an entitlement to up to 14 weeks paid parental leave.

33.4.5 If an application for parental leave has been granted for an adoption which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may elect to take any other paid leave entitlements in lieu of the terminated parental leave or apply to return to work.

33.5 Notice, Variation and Evidence Requirements

33.5.1 The employee must give notice to the University of the anticipated period of parental leave at least 10 weeks before the date on which they propose to commence parental leave detailing the total anticipated period of the leave to be taken.

33.5.2 The notice period of 10 weeks may be varied in the case of a premature birth or where an adoption agency requires the primary caregiver or their partner to accept an earlier or later placement of a child, or other compelling circumstances.

33.5.3 An employee on parental leave is required to give 4 weeks written notice of their intention to extend the period of leave stated in the original application.

33.5.4 The employee will provide the University with reasonable evidence of the birth or adoption of the child. In the case of adoption the University may request evidence that the adopted child is, or will be, under 16 years of age as at the date of placement, or the expected date of placement, of the child.

33.5.5 The employer may require reasonable evidence of primary caregiver or partner status.

33.6 Transfer to a Safe Job

33.6.1 If illness, 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.
33.7 Replacement Employee

Prior to engaging a replacement employee the University will inform that person of the fixed term nature of the employment and the entitlements relating to the return to work of the employee who is on parental leave.

33.8 Return to Work

33.8.1 An application to resume duty within six weeks after the day on which the pregnancy ends must be supported by a certificate from a registered medical practitioner or midwife, indicating that the employee is fit to resume duty. The early return to duty is subject to Faculty, School or Section convenience but should not be unreasonably denied.

33.8.2 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.

33.8.3 Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer in accordance with 33.8.2.

33.8.4 An employee may return on a part-time basis to the substantive position occupied prior to the commencement of leave, an equivalent position or to a different position at the same classification level, conditions and status commensurate with the employee’s skill and abilities required in the substantive position held immediately prior to proceeding on parental leave. The duration of return to work on a part-time basis and hours of work will be negotiated and agreed between the Director and the employee. Return to work on a part-time basis is subject to the Centre’s convenience and the Director is responsible for confirming in writing to the employee and Human Resources the return to work arrangements.

33.8.5 An employee will advise the University in writing at least 6 weeks prior to the due date of returning to work if they wish to return on a part time or job share basis

33.8.6 An employee who has returned to work on a part time basis may revert to full time hours at the same classification level within two (2) years of returning from parental leave. Where an employee makes a request to revert to full time work or increase their fraction prior to the expiry of the period negotiated in 33.7.4 the University may only refuse the request on reasonable business grounds.

33.8.7 Where the University has made a decision to introduce major changes that are likely to have a significant effect on the employee’s position, the Director shall notify the employee while they are on parental leave. The employee will be consulted on any proposed organisational changes as set out in clause 43 – Consultation on Organisational Change.

33.9 Parental Leave and the Contract of Employment

33.9.1 Paid parental leave counts as qualifying service for all purposes under this Agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this Agreement.

33.9.2 An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
33.9.3 An employee’s contract of employment will not be terminated on the employee’s application for parental leave or partner leave or absence on parental leave or partner leave. This does not affect:

(a) the rights of the University to terminate employment for other contractual reasons; or
(b) the expiry of a fixed term contract at the end of the contract period.

33.10 Work whilst on Parental Leave

33.9.1 Primary caregivers on parental leave are permitted to undertake:

(a) occasional casual employment with the University whilst on parental leave without pay;
(b) fractional employment with the University combined with paid leave to a maximum of 1 full-time equivalent.

33.11 Adoption Leave

An employee seeking to adopt a child is entitled to reasonable unpaid leave to attend interviews or examinations required as part of the adoption process. The employee may substitute unpaid adoption leave with accrued annual or long service leave.

33.12 Entitlement to Partner Leave

33.12.1 An employee who is not a primary care giver is entitled to a period of paid or unpaid partner leave of up to 2 weeks, accessible from the date of birth or placement and up to 3 months after the date of birth or placement.

33.12.2 An employee with 12 months or more continuous service with the University at the time of the birth or placement of the child is entitled to paid partner leave of two (2) weeks.

33.12.3 Partner leave can be taken as a minimum of one (1) day at a time and up to two weeks in total.

33.12.4 If the employee’s partner has a pregnancy that terminates, gives birth to a stillborn child or the child dies following the birth, the employee is entitled to such a period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

33.13 Casual Employees

33.13.1 The provisions of this clause shall not apply to casual employees.

33.13.2 Entitlement to parental leave for casual employees is as prescribed under Fair Work Act 2009.

34. Community and Other Leave Entitlements

34.1 An employee engaged in eligible community service activity under the Fair Work Act 2009 is entitled to be absent from his or her employment for the period of engagement in the activity, including reasonable travel time associated with the activity and rest time immediately following the activity.

34.2 Employees engaged in eligible community service will receive paid leave as prescribed at 34.6. An employee may elect to utilise Annual Recreation Leave and/or Long Service Leave accrued entitlements or leave without pay for any additional leave beyond the periods prescribed at 34.6.
34.3 An employee accessing leave under this clause must as soon as practicable provide the Director with notice of his/her absence.

34.4 The Provisions of this clause shall not apply to casual employees unless otherwise stated.

34.5 The University will provide leave to employees as follows:

34.5.1 Jury Service

An employee, including a casual employee, who is required to serve on a jury will be granted paid leave for such period as necessary for the employee to carry out the duties as a juror. Paid leave will be reduced by any amount an employee receives as jury service pay.

34.5.2 Leave for Emergency Services

Special leave with pay may be granted by the Director to an employee who is a volunteer member of a recognised emergency management body such as the State Emergency Service, St John Ambulance Brigade or Bush Fire Brigade and who is absent from duty as a result of their attendance at an emergency, provided that:

34.5.2.1 the employee is not required for the University's own essential operations and/or emergency services; and

34.5.2.2 the voluntary organisation requiring the employee's services certifies that the person is or was required for the specified period.

34.5.3 Leave for Training with Defence Force Reserves

The Director may approve leave of absence to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction under the following conditions:

34.5.3.1 Paid leave up to 4 weeks per year, plus 2 additional paid weeks' leave for first year ADF Reserves for recruitment and training purposes.

34.5.3.2 If the Commanding Officer of a unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of four (4) extra days on full pay may be granted in a twelve (12) month period.
35. **Veterans' Leave**

An employee with an illness caused by or related to war service as certified by the Department of Veterans’ Affairs and a registered medical practitioner will be eligible for 112.5 hours on full pay per annum, accruing to a maximum of 337.5 hours as approved by the Vice Chancellor or nominee.

36. **Time off for Study Purposes**

36.1 The Director may approve time off with pay for an employee who is enrolled as a part-time student in a course of study subject to the Centre’s convenience, having regard for teaching commitments:

36.1.1 to attend lectures, tutorials, practicals or laboratory sessions up to a maximum of five hours per week (inclusive of travelling time) during normal working hours, or

36.1.2 access a continuous period of up to two weeks which will be offset against the maximum five hours per week

36.2 Provided that in all cases time off with pay will be subject to —

36.2.1 the Centre’s convenience having regard for teaching commitments;

36.2.2 the employee undertaking, as far as practicable, an equal formal lecture/study load in his/her own time; and

36.2.3 the employee making satisfactory progress with his/her studies.

36.3 An employee will be granted time off with pay to sit for examinations conducted during normal working hours in subjects in approved course of study.

36.4 Leave for part-time employees to attend lectures, tutorials, practicals or laboratory sessions will be on a pro rata basis.

36.5 The provisions of this clause shall not apply to casual employees.

37. **Leave for International Sporting Events**

37.1 Special leave with pay may be granted by the Director to an employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:

37.1.1 it is a recognised international sport of national significance; or

37.1.2 it is a world or international regional competition; and

37.1.3 no contribution is made by the sporting organisation towards the normal salary of the employee.

37.2 The Director shall be responsible for making enquiries with the Ministry of Sport and Recreation to ascertain whether the application meets the above criteria.

37.3 Leave will be granted for the period of the competition plus reasonable travel time and shall not normally exceed ten consecutive days.

37.4 The provisions of this clause shall not apply to casual employees.
38. **Workplace Relations Training Leave**

38.1 An employee who is involved in recognised workplace relations activities, such as accredited short courses, seminars or conferences shall be granted up to a maximum of 37.5 hours paid leave per calendar year for workplace relations training or similar courses or seminars as approved. However, leave of absence in excess of 37.5 and up to 75 hours may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 75 hours.

38.1.1 Workplace Relations training will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

38.1.2 Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

38.2 Subject to subclause 38.1 of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

38.3 The granting of leave pursuant to the provisions of subclause 38.1 of this clause is subject to the operation of the University not being unduly affected or inconvenienced.

38.4 Any application by an employee shall be submitted to the University for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.

38.4.1 All applications for leave shall provide details as to the subject, commencement date, length of course, venue and the Authority which is conducting the course.

38.5 A qualifying period of 12 months in University employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. The Vice-Chancellor may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' University service.

38.6 The University shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

38.6.1 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

38.7 The provisions of this clause shall not apply to casual employees.

39. **Leave to Attend Workplace Relations Matters**

39.1 The University shall grant paid leave during ordinary working hours to an employee:

39.1.1 who is required to give evidence before any industrial tribunal;

39.1.2 who is an employee representative of the employees and required to attend:

39.1.2.1 negotiations and/or conferences with the University;

39.1.2.2 joint employee/management consultative committees or working parties; or

39.1.2.3 meetings preliminary to negotiations or industrial hearings, where the University has provided prior agreement.
39.2 The granting of leave pursuant to subclause 39.1 of this subclause shall only be approved:

39.2.1 where an application for leave has been submitted by an employee a reasonable time in advance;

39.2.2 for the minimum period necessary;

39.2.3 for those employees whose attendance is essential;

39.2.4 when the operation of the University is not being unduly affected or inconvenienced.

39.3 Leave of absence will be granted at the ordinary rate of pay.

39.3.1 The University shall not be liable for any expenses associated with an employee granted leave pursuant to subclause 39.1.

39.3.2 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

39.4 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave to attend workplace relations matters.

39.4.1 An employee shall not be entitled to paid leave to attend workplace relations matters other than as prescribed by this clause.

39.4.2 The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to attend workplace relations matters.

39.5 The provisions of this clause shall not apply when an employee is absent from work without the approval of the Director.
PART E – OTHER PROVISIONS

40. **Dispute Settlement Procedure**

40.1 The parties agree that all employees and the University have an interest in the proper application of this agreement. Disputes arising under the operation or application of this Agreement or the National Employment Standards are to be dealt with in accordance with this clause. At any stage of the dispute, an employee may seek the advice and/or be accompanied or represented by the Union or an employee representative.

40.2 Where a dispute arises an employee, the Union or an employee representative shall notify the University of the existence of a dispute and shall discuss the dispute with the appropriate representative of management and attempt to reach agreement within five (5) working days.

40.3 If the dispute is not able to be resolved at 40.2 above, the employee(s), the Union or the employee representative may refer the dispute to the Director or nominee and attempt to reach agreement within a further five (5) working days.

40.4 Where the dispute is not resolved by the Director or nominee to the satisfaction of the employee, and all agreed steps for resolving the dispute have been taken, the dispute may be referred to FWA for resolution. Resolution may be sought by mediation and/or conciliation and, where the matter remains unresolved, arbitration.

40.5 Where arbitration is necessary, FWA may exercise procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

40.6 The period for resolving a dispute may be extended by agreement between the University and the employee, the Union or the employee’s representative.

40.7 While these dispute settling procedures are taking place, working arrangements as they existed prior to the dispute will continue, unless an employee has reasonable concern about an imminent risk to their health or safety.

40.8 The parties agree to implement the outcomes of arbitrated decisions of FWA arising from disputes raised under this clause.

41. **Grievance Procedures**

41.1 The procedure for resolving grievances is as follows:

41.2 An employee with a grievance shall first discuss it with their immediate supervisor.

41.3 If the employee is not satisfied with the outcome of action taken under 41.2 above then the employee may refer the grievance to the Director.

41.4 The Director shall consider the matter as soon as practicable and inform the employee within two working days either of the decision in the matter or of the action proposed.

41.5 If the employee is not satisfied with the outcome of action taken under 41.4 above then the employee may notify the Vice-Chancellor or nominee, or the relevant union. Where the employee elects to notify the relevant union, the conduct of negotiations in relation to the grievance will thereafter be left in the hands of the union.

41.6 The Vice-Chancellor or nominee, on being notified of the existence of a grievance, shall act promptly to have the matter resolved.
42. **Consultation on Organisational Change**

42.1 **Principle**

The parties to the agreement recognise that sound management of organisational change is important for the operational performance and the working environment of the University.

In line with the spirit of collegiality, consultation shall be held with staff prior to any decision on organisational change. This should occur before any draft proposals for change.

When organisational change is proposed, all relevant staff directly affected by the change (including those on paid or unpaid leave) and their Union have a right to be engaged in the consultation process.

42.2 **Definition of Organisational Change**

Organisational change is defined as change that has an impact on the way work is performed with significant effects on University staff. Significant effects can be defined as:

- termination of employment;
- major changes in the composition, operation or size of the employer’s workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work, including rosters or ordinary hours of work; and
- the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

42.3 **Preliminary discussion with staff**

The parties accept that there will often be informal discussions or consideration of issues, which may, or may not, lead to organisational change prior to the development of a specific change proposal. Such informal discussions or considerations are part of the consultation process.

When informal discussions lead to the development of a specific change proposal, such discussions should involve staff likely to be directly affected as soon as practicable. A staff member will be considered to be directly affected when the proposed change falls within the definition of organisational change.

42.4 **Consultation**

The intent of a consultation process is to provide staff and/or their Union with a genuine opportunity to influence the decision maker. Consultation does not remove the University’s prerogative to manage, but allows for a better informed decision making process. The University shall engage in formal consultation with the staff potentially affected by the change at the earliest appropriate time after a proposal for change has been initiated.

When the University proposes to make any change that is likely to have significant effects on its staff, it will notify the affected staff and their respective Unions about the proposed changes and the timetabling of the formal consultation process.
The University will notify the Union when a formal consultation process commences and Union members are entitled to seek advice or assistance from the Union at any stage of the consultation process.

Formal consultation shall include but not be limited to:

42.4.1 circulation of specific written proposals for consideration;

42.4.2 provision of opportunity for written responses or alternatives from affected staff and/or their Union;

42.4.3 meetings of management, staff and the relevant Union party(ies) to discuss and examine the change proposal and alternatives; and

42.4.4 The ongoing provision of information to staff and relevant union parties over the duration of the change process.

The University shall give serious consideration to the issues raised by all participants in the consultation process.

42.5 Consultation on Organisational Change Implementation

Where a decision is being made to implement organisational change the University will:

42.5.1 issue to directly affected staff and the relevant party(ies) documentation setting out the change. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information;

42.5.2 consult staff members who may be affected, and the relevant party(ies) about the change proposal;

42.5.3 meet and confer with staff members and the relevant party(ies) concerned and endeavour to reach agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected staff.

42.6 Consultation on Change to Hours of Duty, Regular Rosters or Ordinary Hours of Work

For a change to the employees’ regular roster or ordinary hours of work, the employer is required to:

(a) provide information to the employees about the change; and

(b) 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

(c) consider any views given by the employees about the impact of the change.

43. Performance of Duties

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

44. Accredited Representatives of the Union

Where an employee covered by this agreement requires assistance regarding their employment conditions, they may seek the assistance of an accredited representative of the Union. Accredited representatives of the Union shall, upon notification thereof to the Vice-Chancellor or nominee, be recognised as accredited representatives of the members of the Union and shall be allowed reasonable time during working hours to interview the Vice-
Chancellor or the Vice-Chancellor’s representatives on matters affecting the employees whom they represent.

45. **Right of Entry**

Upon giving notice to the University, Union officials or duly accredited representatives of the Unions party to this Agreement shall have the right to enter the University's premises during working hours, including meal breaks. Such entry shall be for the purpose of discussing with employees covered by this Agreement, matters relating to their employment conditions for the purpose of investigating complaints concerning the application of this Agreement. Provided that the union official or duly accredited representative shall in no way unduly interfere with the work of the employee/s.

46. **Equal Employment Opportunity and Affirmative Action, and Occupational Health and Safety**

Nothing in this Agreement shall undermine the operation of Equal Employment Opportunity, Affirmative Action and Occupational Health and Safety principles and policies adopted by the University and with legislative requirements.

47. **Anti Discrimination**

The University values fairness, equity and diversity. Respect and diversity are integral parts of the workplace. The University is committed to preventing and eliminating discrimination on the basis of race, colour, sex, sexual orientation and gender identity, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

48. **Family Friendly Provision**

48.1 The University is committed to providing a work and study environment, which is responsive to the issues of combining work and family responsibilities and consistent with the University’s commitment to responding to International Labor Organisation (ILO) Convention 156 – Workers with Family Responsibilities whilst having regard to overall operational requirements.

48.2 The parties agree that family-friendly provisions shall apply to both heterosexual and same sex relationships.

49. **Availability of agreement**

Copies of this agreement shall be kept in easily accessible places within the University and be available for inspection upon request by any employee of the University.

50. **Re-open negotiations**

50.1 The parties undertake to re-open negotiations at least three months prior to the nominal expiry of this agreement with a view to negotiating and settling any replacement agreement.

50.2 A replacement agreement will be negotiated within the following framework:

50.2.1 The parties undertake to continue the process of bargaining relating to the ELICOS teachers employed at the University. The parties shall make every reasonable effort in good faith to reach agreement during enterprise bargaining.

50.2.2 Agreements reached through enterprise bargaining shall not be based on the automatic flow-on of arrangements reached elsewhere through enterprise bargaining.
50.2.3 A purpose of enterprise bargaining shall be the achievement of productivity gains and improvements in efficiency, effectiveness, quality and flexibility. In that context:

- enterprise bargaining shall be directed towards initiatives that will achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equity;
- productivity gains must be genuinely attributable to workplace reform;
- there is to be no double counting of productivity gains already achieved or explicitly contemplated under existing agreements and other agreed arrangements;
- common national classification structures shall be retained;
- existing awards, conditions and agreements shall continue to be recognised and implemented;
- arrangements to encourage equal opportunity and affirmative action shall be provided for;
- the University shall provide relevant financial disclosure; provided that this shall not require the University to disclose confidential information, the disclosure of which would be inimical to its interests;

51. **Superannuation**

51.1 The University will continue to make Employer superannuation contributions to UniSuper for all current and new employees for the life of this Agreement, as follows:

51.1.1 a 17% employer superannuation contribution for full-time and part-time employees, in accordance with existing University of Western Australia eligibility provisions; or

51.1.2 a 17% employer superannuation contribution for fixed term employees with continuous service of two years or more; or

51.1.3 the Superannuation Guarantee employer contribution for all other employees.

51.2 An employee may elect to forego the 3% employer superannuation contribution to the Award Plus Plan and receive a 3% non-superannuable salary loading in lieu.

51.3 Provided that the UniSuper Trust Deed so allows during the life of this Agreement, employees who are members of the Defined Benefit Plan (DBP) or Investment Choice Plan (ICP) may elect to receive any other superannuation flexibility so allowed. Provided that the total remuneration provided under this clause shall be the amount specified at 51.1.

52 **Professional Development**

52.1 An Employee will be entitled to one week of paid Professional Development Leave when they:

52.1.1 Take four weeks annual recreation leave as a single annual absence.

52.1.2 Maintain a performance level assessed as satisfactory by the Director. Prior discussion and documentation of unresolved performance issues will be required to support the denial of this entitlement, and.
52.1.3 Agree to the proposed Professional Development outcomes, following discussion with
the Director of Studies, which will contribute to the achievement of the Centre.

52.2 Employees will be entitled to 5 Flexible Activity Days per year.

52.2.1 The following are allowable activities, which employees may undertake on such days:
    Full day activities
       Reading and research
       Evaluate currency of materials developed, filed and stored at home
       Curriculum development
       Create context-specific, tailored classroom materials
       Revise programmes, rubric and assessment tasks
    Half day activities
       Reading and research
       Read and research books and academic journals for discussion and
       prepare presentation
       Comprehensive source and analysis of new publications, resources
       and online sites
       Preview new authentic audio visual material for class use e.g.
       documentaries, DVD’s, Youtube
       Curriculum development
       Review and update education excursion activities for use within
       modules

52.2.2 Employees may undertake activities not on this agreed list only with the approval of
the Director or the Director of Studies.

53. Prevention of Workplace Bullying

53.1 Workplace bullying is defined as repeated, unreasonable or inappropriate behaviour
    directed towards an employee, or a group of employees, that creates a risk to health
    and safety.

53.2 A workplace situation may be identified as bullying if an employee or employees are
    harmed, intimidated, threatened, victimised, undermined, offended, degraded, or
    humiliated, whether alone or in front of other employees, students or visitors to the
    University.

53.3 The University acknowledges that all employees have the right to dignity at work in an
    environment free from bullying. The University is committed to the reduction and
    elimination of workplace bullying at the University and developing an inclusive
    workplace culture.

53.4 The University encourages all employees to report workplace bullying.

54. Intellectual Freedom

54.1 The parties to this Agreement are committed to act in a manner consistent with the
    protection and promotion of intellectual freedom within the University and in
    accordance with the University’s Code of Ethics and Code of Conduct.

54.2 Intellectual freedom includes:

54.2.1 the rights of all staff to be consulted in decision-making processes and
    structures within their institution, including the right to express opinions about
    the operations of that institution and higher education policy more generally;

54.2.2 the rights of staff to pursue critical and open inquiry and to discuss freely,
    teach, assess, develop curricula, publish and research;
54.2.3 the right to participate in public debates and express opinions about issues and ideas related to their discipline area;

54.2.4 the right of all staff to participate in professional and representative bodies, including unions, and to engage in community service without fear of harassment, intimidation or unfair treatment;

54.2.5 the right to express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate.

In the exercise of Intellectual Freedom, staff will act in a professional and ethical manner and will not harass, vilify, intimidate or defame the institution or its staff.

54.3 In relation to governance, the University will encourage staff to participate actively in the operation of the institution and in the community. The University will ensure that all governing bodies operate in a transparent and accountable manner, encouraging freedom of expression and thought. This does not prevent a University committee from considering a matter ‘in camera’.
55. **Flexible Work Arrangements**

55.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009*.

55.2 An employee and the University may agree to make an individual flexibility arrangement to vary the terms of this Agreement, which will be confined to the following:

55.2.1 The taking of purchased leave in addition to that provided for in clause 28.

55.3 The arrangement meets the genuine needs of the employer and employee; and

55.4 The arrangement is genuinely agreed to by the employer and employee.

55.5 The employer must ensure that the terms of the individual flexibility arrangement:

55.5.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

55.5.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

55.5.3 result in the employee being better off overall than the employee would be if no arrangement was made.

55.6 The employer must ensure that the individual flexibility arrangement:

55.6.1 is in writing; and

55.6.2 includes the name of the employer and employee; and

55.6.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

55.6.4 includes details of:

   (a) the terms of the enterprise agreement that will be varied by the arrangement; and

   (b) how the arrangement will vary the effect of the terms; and

   (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

55.6.5 states the day on which the arrangement commences.

55.7 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

55.8 The employer or employee may terminate the individual flexibility arrangement:

55.8.1 by giving no more than 28 days written notice to the other party to the arrangement; or

55.8.2 if the employer and employee agree in writing - at any time.
56. **Signatories**

Signed for and on behalf of  
The University of Western Australia  

[Signature]

Vice-Chancellor

In the presence of  

[Signature]  

**Date:** 11/9/15

Authorised in accordance with Rule 21 of the registered rules of the National Tertiary Education Industry Union (NTEU)

[Signature]

Signature of NTEU General Secretary  
Grahame McCulloch  
National Tertiary Education Industry Union

**Address:**  
1st Floor, 120 Clarendon Street  
SOUTHBANK VIC 3006

[Signature]  

**Date:** 15/9/15

Witness name:  

[Signature]  

**Date:** 15/9/15

Witness Address:  

1/120 Clarendon St  
5th Melb VIC 3205
# SCHEDULE A

## SALARIES AND ALLOWANCES

### SALARIES

<table>
<thead>
<tr>
<th>Increase</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>3%</td>
<td>On 8 September 2014</td>
</tr>
<tr>
<td>3%</td>
<td>On 20 September 2015</td>
</tr>
<tr>
<td>3.25%</td>
<td>On 18 September 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>52,811</td>
<td>54,396</td>
<td>56,163</td>
</tr>
<tr>
<td>1.2</td>
<td>53,813</td>
<td>55,428</td>
<td>57,229</td>
</tr>
<tr>
<td>1.3</td>
<td>55,821</td>
<td>57,495</td>
<td>59,364</td>
</tr>
<tr>
<td>1.4</td>
<td>57,879</td>
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<td>1.5</td>
<td>61,074</td>
<td>62,906</td>
<td>64,951</td>
</tr>
<tr>
<td>1.6</td>
<td>63,206</td>
<td>65,102</td>
<td>67,218</td>
</tr>
<tr>
<td>1.7</td>
<td>65,340</td>
<td>67,300</td>
<td>69,488</td>
</tr>
<tr>
<td>1.8</td>
<td>67,468</td>
<td>69,492</td>
<td>71,751</td>
</tr>
<tr>
<td>1.9</td>
<td>69,816</td>
<td>71,911</td>
<td>74,248</td>
</tr>
<tr>
<td>1.11</td>
<td>75,143</td>
<td>77,397</td>
<td>79,912</td>
</tr>
<tr>
<td>1.12</td>
<td>77,410</td>
<td>79,732</td>
<td>82,323</td>
</tr>
</tbody>
</table>

2. On appointment, a teacher shall be placed on a salary level commensurate with the minimum salary level for his/her qualifications and experience as listed below:

- Category A commences at Level 1.4 with a maximum of Level 1.12
- Category B commences at Level 1.3 with a maximum of Level 1.12
- Category C commences at Level 1.2 with a maximum of Level 1.12
- Category D commences at Level 1.1 with a maximum of Level 1.9
Provided that a Category D employee who achieves Level 1.9 may be promoted beyond that level where that employee can demonstrate that he/she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

3. Teacher Categories – Qualifications

The primary staffing goal of the Centre for English Language Teaching is to attract, develop and retain teachers of the highest quality and to provide a working environment which will enable teachers to maximise their contribution to the achievement of the Centre’s mission and goals. CELT recognises that the TESOL field has become increasingly professionalised. Amongst other criteria, CELT anticipates that its teaching staff will hold specialist TESOL qualifications with a content focus on English language, language learning and TESOL teaching, and will support those staff seeking to acquire such specialist qualifications.

Based on an assessment of a teacher’s qualifications, a teacher shall be assigned to one of the following categories.

3.1 Category A

Degree and Diploma of Education or equivalent and either a diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

3.2 Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

3.3 Category C

Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

3.4 Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

4. Teacher Experience

Teachers shall be accredited with teaching experience and be allocated a higher salary in accordance with the following. To be considered for recognition in terms of placement on the salary scale, all previous teaching experience must be documented and supported by referee’s reports.

4.1 One increment for each year of full-time TESOL teaching or equivalent.

TESOL teaching must have been undertaken at the following:

4.1.1 a fully accredited ELICOS Centre in an Australian university;

4.1.2 a fully accredited TAFE or private ELICOS centre which is an English Australia member college and therefore subject to quality control;

4.1.3 an Adult Migrant English Program (AMEP);
4.1.4 an Australian Government initiated language centre overseas (for example ELCA in Bangkok, IALF in Indonesia) or a centre managed by the British Council;

4.1.5 a department or centre within a recognised overseas university, institute of technology, polytechnic or tertiary level college.

Equivalent experience would be:

4.1.6 TESOL teacher training for qualifications recognised by this agreement.

4.1.7 the development and publication of TESOL teaching materials;

4.1.8 experience in a specialised field such as CALL (Computer Assisted Language Learning) or ILC (Independent Learning Centre) development;

4.1.9 experience in TESOL curriculum, or English language test development;

4.1.10 TESOL program management or evaluation.

4.2 One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.

Two years of full time teaching means permanent employment or employment on contracts of at least three months duration, totalling 2 years.

4.3 A teacher shall accrue equivalent full-time experience for a period of part-time service on a pro rata basis.

Part time or casual service of less than three months (equivalent full time) in any one teaching position will not be recognised.

**CASUAL RATES**

1. The casual rates for teachers and teacher aids are inclusive of all preparation and marking required and include a 25% loading in lieu of annual leave, annual leave loading, sick leave and any other leave.

A casual employee shall be paid the following hourly minimum rates:

1.1 For each hour of face to face teaching performed

<table>
<thead>
<tr>
<th>Level</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual rate 1</td>
<td>67.83</td>
<td>69.86</td>
<td>72.13</td>
</tr>
</tbody>
</table>

1.2 For each hour of non-teaching duties performed

<table>
<thead>
<tr>
<th>Level</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual rate 2</td>
<td>35.68</td>
<td>36.75</td>
<td>37.94</td>
</tr>
</tbody>
</table>

48
1.3 The casual rate for staff without teaching qualifications (Teacher Aids) employed in the Centre for the purpose of conducting conversation sessions

<table>
<thead>
<tr>
<th>Level</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Aid (Casual 3)</td>
<td>26.69</td>
<td>27.49</td>
<td>28.38</td>
</tr>
</tbody>
</table>

1.4 Bridging Course Research Paper Marking (Casual rate 4, 150% of casual rate 2)

<table>
<thead>
<tr>
<th>Level</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual rate 4</td>
<td>53.52</td>
<td>55.12</td>
<td>56.92</td>
</tr>
</tbody>
</table>

POSITION OF RESPONSIBILITY ALLOWANCES

1. Where a Position of Responsibility is required, it shall be determined in accordance with the position classification standards determined by the employer.

There shall be three levels of allowances at the following minimum rates:

<table>
<thead>
<tr>
<th>Level</th>
<th>3% as of 8-Sep-14</th>
<th>3% as of 20-Sep-15</th>
<th>3.25% as of 18-Sep-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$1,310.24</td>
<td>$1,349.55</td>
<td>$1,393.41</td>
</tr>
<tr>
<td>Level 2</td>
<td>$2,620.11</td>
<td>$2,698.72</td>
<td>$2,786.43</td>
</tr>
<tr>
<td>Level 3</td>
<td>$3,930.28</td>
<td>$4,048.19</td>
<td>$4,179.76</td>
</tr>
</tbody>
</table>

provided that Position of Responsibility Allowance Level 3 shall be available only in English language centres with 30 or more equivalent full time employees.

2. An employee may be appointed to a Position of Responsibility for a period of up to 5 years.

3. A Position of Responsibility Allowance shall be paid in addition to the substantive salary of the employee appointed to the Position of Responsibility.

BRIDGING COURSE (BC) SPECIFIC ALLOWANCES

1. Casual teachers performing class coordinating duties for the BC program will receive an additional allowance in the amount of 2hrs (casual rate 2) per week.
2. For research paper related marking in BC module 2 casual teachers will receive an additional payment at the conclusion of the 10 week cycle in the amount of 2hrs (Casual rate 4 – Research paper marking) per student.
   a. Where a teacher in the BC module 2 is employed for less than 6 hours UWA CELT will offer a module 2 conclusion payment in the amount of 2.5 hrs (Casual rate 4 – Research paper marking) per student.

3. Teachers who are new to the UWA CELT Bridging Course will be allocated the equivalent of one week’s contact time to undertake preparation work prior to commencing teaching. (Equivalent to the face-to-face load in their first BC module)
   - Casual teachers will receive this as a one-off one-week payment.
   - Other teachers will receive equivalent time release from other teaching duties to prepare. (Scheduling of terms may, in rare circumstances require, time-release to be allocated via reduced teaching load and not as one block of time)
SCHEDULE B

EMPLOYEES ELIGIBLE FOR A SUPPORTED WAGE

1. This Schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this agreement. For the purpose of this Schedule:

1.1 ‘Supported Wage System’ shall mean the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.

1.2 ‘Accredited Assessor’ shall mean a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

1.3 ‘Disability Support Pension’ shall mean the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

1.4 ‘Assessment instrument’ shall mean the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

3. Supported Wage Rates

Employees to whom this clause applies shall be paid the greater of either $75 per week or the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following Schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity (clause 4)</th>
<th>% of prescribed award rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
<td>30%</td>
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<td>70%</td>
<td>70%</td>
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<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(Provided that the minimum amount payable shall not be less than the amount determined by FWA from time to time).
Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. **Assessment of Capacity**

For the purpose of establishing the percentage of the award rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

4.1 the employee and the relevant union party to the agreement in consultation with the employee, or, if desired, by any of these;

4.2 the employer and an accredited Assessor from a panel agreed by the parties to the agreement and the employee.

5. **Lodgement of Assessment Instrument**

5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with FWA.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement is not a party to the assessment, it shall be referred by the FWA to the union by certified mail and shall take effect unless an objection is notified to the FWA within 10 working days.

6. **Review of Assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. **Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

8. **Workplace Adjustment**

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

9. **Trial Period**

9.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

9.3 The minimum amount payable to the employee during the trial period shall be not less than the amount determined by the FWA from time to time.

9.4 Work trials should include induction or training as appropriate to the job being trialed.
10. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4 of this Schedule.
SCHEDULE C

REDEPLOYMENT, REDUNDANCY AND RETRENCHMENT

1. Principles

That the redeployment, redundancy and retrenchment provisions herein shall be implemented to produce outcomes for the parties which are consistent with the following:

1.1 Employees are actively encouraged to participate in the restructuring of the University to improve productive performance and maximise its potential and actual growth in levels of service and achievement of its goals.

1.2 Retraining and/or reskilling will be provided where necessary to employees placed on the redeployment list with the aim of enhancing the employees' skills in order to match those skills required by the University.

1.3 Employees placed on the redeployment list who do not wish to accept redeployment will have, at their own discretion, the opportunity to terminate their services in accordance with these provisions.

1.4 The employee is informed of the options available.

1.5 Decisions take into account the preferences of employees placed on the redeployment list.

1.6 Employee’s employment status is not altered as a result of becoming a redeployee.

1.7 Decisions and processes embody the principles of natural justice, are documented and are capable of review.

1.8 The redeployment of an employee should not be a process for the management of performance issues.

1.9 Appropriate confidentiality is maintained.

2. Application

The provisions of this clause apply to teaching staff of the Centre for English Language Teaching at the University who hold ongoing appointments.

3. DEFINITIONS

3.1 "On going appointment" means an engagement which requires the appointee to work full time or part time on a continuing basis until the employee -

3.1.1 retires at or over the age of 55 or is retired by the University on the grounds of ill health or for any other cause;

3.1.2 resigns;

3.1.3 is dismissed; or

3.1.4 is retrenched.

3.2 "Retrenchment" or "Redundancy" means a situation where a job performed by an employee ceases to exist, becomes surplus to requirements as a result of;

3.2.1 financial and staffing constraints leading to the rearrangement of functions or classifications
3.2.2 a decision by the University to discontinue or curtail a particular service or activity

3.2.3 reduced demand or other workload factors

3.2.4 technological change and development

3.2.5 statutory change

3.3 "Redeployment" means a situation where the position occupied by the employee is identified as redundant and the University determines that the employee can be transferred to suitable alternative employment elsewhere in the University.

3.4 "Suitable alternative employment" shall be defined as that which provides the employee with a position which

3.4.1 does not alter the employee’s ongoing status

3.4.2 has a wage or salary as close as possible (but not less) to that of the employee’s existing position provided that in accordance with the provisions of clause 9 of this Schedule the employee may agree to accept a lesser wage or salary if redeployed to a lower classified position

3.4.3 has regard to;

3.4.3.1 the relevance of the duties and responsibilities and selection criteria of the position, to the qualifications, experience and competence of the employee; and

3.4.3.2 the ordinary hours of duty being in general no less than those worked by the employee in their original position.

3.4.4 the employee is capable of being trained to perform the full range of duties of the position within a reasonable time period.

3.5 "Redeployment List" means a list of staff occupying positions identified as being excess to the University’s requirement.

3.6 "Work area" will normally refer to a department or administrative section within the University.

4. Reduction of Position Fraction

Where a full time position becomes part time because the requirements of the job have decreased and the occupant of the position is made part time as a result of the decreased requirements the following shall apply:

4.1 the employee may request redeployment to a full time position or full time status;

4.2 where the employee has requested redeployment the University shall attempt to find suitable alternative employment in accordance with these provisions;

4.3 the employee has no entitlement to receive and the University may not make any pro rata severance payments as a result of an employee converting to part time employment.
5. Redundancy

5.1 No employee shall be entitled to receive a promotion as a consequence of being declared redundant.

5.2 Where potential redundancy situations arise the University shall provide written advice to the employee/s and to the relevant Union. Such advice shall detail the reasons for the potential redundancy or redundancies.

5.3 An employee who has been notified that their position is redundant shall be given a minimum period of four weeks to notify the University, in writing, whether or not they wish to be considered for redeployment.

6. Redeployment

6.1 Where an employee elects to be considered for redeployment in accordance with clause 5 of this Schedule, the University shall attempt to find suitable alternative employment for a period of up to six months from the date that the employee was notified that the position they occupy is surplus to the University’s requirements.

6.2 The suitability of alternative employment or training shall be determined after consultation with the employer and employee in accordance with subclause 6.1 of this Schedule and having regard for the particular circumstances of each employee.

6.3 Human Resources shall be responsible for identifying all vacancies which may be suitable for redeployees.

6.4 Once such positions have been identified every endeavour will be made to facilitate the initial trial placement of the redeployee to the position. This will include a requirement that the redeployee be interviewed by the Director and the relevant Departmental staff prior to the advertisement of the vacant position.

6.5 As a result of the interview process should it be determined that the redeployee is not able to demonstrate that he/she meets the essential criteria for the position the Director shall provide written reasons detailing why the redeployee is not suitable. This information is to be forwarded to the Director Human Resources through the Executive Dean.

6.6 The Director Human Resources is responsible for reviewing the report submitted and providing clearance for the vacant position to be advertised.

6.7 The Director of Human Resources may direct that a redeployee be placed in a position for which they are suitable.

6.8 During the redeployment period the employee may be directed by the University to clear all accrued and banked flexi leave and accrued time off in lieu.

7. Election

7.1 While on redeployment, an employee may elect to leave the services of the employer.

7.2 Where an employee does elect to leave the services of the employer, and provided that there is at least four weeks remaining of the maximum six month redeployment period, the employee will receive four weeks pay in lieu of notice.

7.3 An employee who does not elect to be redeployed will be given eight weeks notice of the date on which he or she will be retrenched, or will be given payment in lieu of all or part of this notice.

7.4 An employee who elects to leave the service of an employer shall be paid the severance and other payments prescribed by clause 12 of this Schedule.
8. **Termination**

An employee who elects to be redeployed under this Schedule may be terminated by the University by the giving of four weeks’ notice or payment in lieu of all or part of this notice, on the grounds that successful redeployment is no longer considered possible. Provided that notice under this provision shall not be given until a period of four months has elapsed since the employee was notified, in accordance with the provisions of clause 6.1, that the position they occupy is surplus to requirements.

An employee whose services are terminated by the employer shall be paid the severance and other payments prescribed by clause 12 of this Schedule.

9. **Trial Period in Alternative Employment**

An employee shall be granted a trial period of up to six (6) months in any alternative employment during or at the completion of which the employee may elect to resign if that employment is not suitable, in which case the employee shall receive the entitlements provided by clause 12 of this Schedule.

10. **Leave and Assistance to Seek Alternative Employment**

10.1 The employer shall facilitate redeployment by granting employees to be redeployed reasonable leave to attend interviews and career counselling without loss of pay.

10.2 By agreement between the employer and employee, leave without pay may be approved where it is sought by a redeployee as a means of exploring career options outside the University labour market.

   This period of leave without pay will not count as service for any reason. However, the employee’s service shall be deemed continuous and the employee retains the right to accept an offer of severance in accordance with clause 12 of this Schedule prior to the completion of the period of leave without pay.

10.3 The employer shall provide assistance in the preparation of a resume and applications for employment.

11. **Income Maintenance**

11.1 Redeployment to a position which is classified at a lower level than the position previously occupied may only occur if the employee agrees to accept redeployment to such a position.

11.2 An employee who is redeployed to a position which is classified at a lower level than her or his previous classification level shall receive salary maintenance at her or his previous rate of pay for the position into which she or he has been redeployed for a period of 12 months.

11.3 Following this period the employee will be paid at the rate of pay for the position into which she or he has been redeployed.

11.4 For the purpose of subclause 11.2 of this clause the total remuneration shall include allowances which represent:

   11.4.1 a relieving allowance that has been paid continuously for 12 months;

   11.4.2 an allowance which is paid on a regular basis and would continue to be paid during periods of annual leave and includes special allowances granted through salary progression.
12. **Severance**

12.1 Each employee whose position has been identified as being surplus to the employer's requirements and who cannot be found suitable alternative employment and who elects to resign in accordance with clause 5 or whose employment is terminated in accordance with clause 6 shall be entitled to the benefits of this clause.

12.2 **Severance Pay**

Each employee referred to in subclause 12.1 of this clause shall receive the following severance payment from the employer:

12.2.1 Three weeks pay for each completed year of service for the first ten years and two weeks pay for each completed year of service for subsequent years to a maximum of 104 weeks.

Where an employee has had periods of part-time and full time employment their payment will be based on an average of the years worked full-time and the years worked part-time over their whole period of employment.

12.2.2 4 weeks' pay at their substantive rate in lieu of notice, provided that in accordance with subclause 7.3 of this Schedule, an employee who does not elect to be redeployed shall receive eight weeks pay in lieu of notice.

12.2.3 accrued annual leave entitlements

12.2.4 accrued annual leave loading

12.2.5 accrued long Service Leave entitlement

12.2.6 pro rata annual leave calculated in accordance with this Agreement.

12.2.7 pro rata long service leave.

12.2.8 all accumulated or bank flexitime that can not be cleared.

13. **Substituted Redeployee**

Where an employee whose position is identified as surplus to requirements is able to carry out the duties and responsibilities of a equivalent position which has not been identified as surplus the occupant of the equivalent position may with the approval of the employer elect to resign in place of the employee whose position has been identified as surplus to requirements. Where approval is given for this to occur the severance pay entitlements contained at clause 12 of this Schedule will apply to the employee who has elected to resign.

14. **Employees to whom these provisions do not apply**

14.1 Employee retired on grounds of ill health; or

14.2 Employees whose employment is terminated as a consequence of poor performance or misconduct on the part of the employee; or

14.3 Casual employees.

14.4 Any employee who is transferred to alternative duties where such duties are within the limits of the employee’s skill, competence and training.

14.5 Employees who are on probation

14.6 Employees engaged for a fixed term or for the duration of a specific project
15. **Restructures**

Where a decision has been made to restructure a work area and positions have been identified as surplus to requirements, the employer shall transfer staff to vacant positions within the work area that are of the same classification and salary. The provisions of clause 7 of this Schedule shall not apply in the case of employees transferred to vacant positions under the provisions of this clause.

16. **Dispute Resolution Procedures**

Any dispute between the parties over the applications of these provisions will be dealt with in accordance with the dispute resolution procedures of this Agreement.
SCHEDULE D
FIXED TERM CONTRACT EMPLOYEES

1. Notice

The University shall provide 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 or to provide comparable alternative employment upon the expiry of the employment contract.

"Comparable alternative employment" shall mean a position that provides for no diminution in rate of pay, conditions of employment, time fraction, classification level or duration of appointment.

Notice shall be determined as follows:

- Up to 1 year: 2 weeks
- 1 year but less than 3 years: 2 weeks
- 3 years but less than 5 years: 3 weeks
- 5 years or over: 4 weeks

2. Severance Pay

A fixed term contract employee who was employed for the specific purpose of teaching in the Centre and who does not secure comparable alternative employment after their contract expires shall be entitled to the following amount of severance pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>More than 2 but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>More than 3 but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>More than 4 years</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

Where the University offers and an employee does not accept comparable alternative employment, severance shall not be paid.

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

3. Continuous Service

For the purpose of these provisions, breaks between appointments of up to two times per year and of up to six weeks shall not constitute breaks in service.

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

MISCONDUCT

1. Definitions:

1.1 'Disciplinary Action' is the action or actions taken as a result of an allegation meeting the required standard of proof, for which a penalty is considered appropriate and may include:

1.1.1 formal censure, warning or counselling;
1.1.2 withholding an increment for up to one year;
1.1.3 suspending the employee for a period with or without pay;
1.1.4 demotion to a lower classification or increment;
1.1.5 transfer to another position; and
1.1.6 termination of employment.

1.2 'Disciplinary Process' is the process undertaken by University management to investigate and manage allegations of unacceptable conduct or workplace behaviour.

1.3 'Misconduct' means:

1.3.1 negligence in the performance of the duties of the position held; or
1.3.2 misbehaviour; or
1.3.3 refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
1.3.4 a breach of the University's code of conduct, policies, regulations or procedures.

1.4 'Serious misconduct' means:

1.4.1 wilful, or deliberate, behaviour that is inconsistent with the continuation of the employee's employment, or
1.4.2 conduct that causes imminent, and serious, risk to:

- the health, or safety, of a person;
- the reputation, viability or profitability of the University

Examples of serious misconduct include but are not limited to –

- theft
- assault
- fraud
- being intoxicated at work
- a serious breach of the University's Code of Conduct, Statutes or Policies;
- repeated acts of misconduct for which the employee has been counseled
- abusing or threatening an employee, student or member of the public
- serious bullying or harassment (including sexual harassment);
- malicious damage to University property or reputation
1.5 'Standard of proof' means findings are based on the conclusion that it is more probable than not that the matter found to have occurred did in fact occur.

1.6 'Summary Dismissal' means dismissal without notice for serious misconduct.

1.7 'Supervisor' means the person who is responsible for day-to-day supervision of an employee.

2. Process for dealing with Misconduct/ Serious Misconduct

2.1.1 Nothing in this clause precludes the University from terminating the employment of an employee without notice for serious or willful misconduct.

2.1.2 Employees must be afforded procedural fairness throughout the implementation of this process.

2.2 Initial Inquiry

2.2.1 Allegations of misconduct or serious misconduct will be considered in the first instance by the employee's supervisor. Where there is a perceived conflict of interest on the part of the supervisor, they may refer the matter to their own supervisor.

2.2.2 If the initial inquiry determines that the allegation does not meet the required standard of proof, no further action will be taken under this clause.

2.2.3 If the initial inquiry determines that an allegation of misconduct or serious misconduct is of sufficient substance to warrant an investigation the supervisor will then consult their own supervisor and the Director, Human Resources to initiate the investigation process.

2.2.4 If the Director, Human Resources considers that a matter is of a sufficiently serious nature to warrant summary action, the employee may be summarily dismissed. Where the decision is to summarily dismiss without notice, a confirmation of this decision will be communicated to the employee as soon as possible. In circumstances where summary dismissal is not warranted, the following procedures will be applied.

2.3 Investigation

2.3.1 Allegations of sufficient substance will be formally investigated.

2.3.2 The employee will be informed of the investigation and the form it will take.

2.3.3 The confidentiality of all parties involved in the management of misconduct and serious misconduct processes will be respected and all information gathered is confidential.

2.4 Non-attendance at work during investigation

2.4.1 Depending on the nature of the allegations, the Director Human Resources may determine that it is appropriate to direct the employee not to attend work (with or without pay) whilst a full investigation is carried out.

2.4.2 A reinstatement of pay may be approved by the Vice Chancellor where the allegations prove unfounded or in the case of significant and unmanageable hardship.
2.5 Proceeding to interview

2.5.1 It is a requirement of the investigation process that -

(a) allegations are specifically put to the employee;

(b) adequate opportunity is given for the employee to respond; and

(c) the employee is offered an opportunity to be interviewed.

2.5.2 An employee must be advised in advance of the nature of the interview, that they may be accompanied by an employee representative and that the interview may result in disciplinary action or termination of employment.

2.6 Opportunity for response

2.6.1 The employee will ordinarily be given at least three working days (from the date of reasonable receipt of correspondence or verbal discussions) in which to be heard or respond in writing to any allegations put to them.

2.7 Report of allegations and opportunity for written response

2.7.1 At the completion of the investigation a written report will be prepared by the supervisor and Pro Vice-Chancellor (International) who will forward to the Director, Human Resources including:

(a) allegations;

(b) investigation process;

(c) findings as to misconduct or serious misconduct;

(d) any written response received from the employee; and

(f) a suggested course of action.

2.7.2 The employee will be provided with a copy of the report and invited to submit a written response to the Director, Human Resources within 3 working days or a time agreed by the Director, Human Resources.

2.7.3 The Director, Human Resources will consider the report, the employee's response and, in addition, will also consider:

(a) any mitigating circumstances associated with the employee's misconduct;

(b) the employee’s work record; and

(c) the seriousness of the misconduct.

2.7.4 The Director, Human Resources may, after consideration of the matter, decide to:

(a) take no further action; or

(b) take disciplinary action.
2.8 Disciplinary Action

2.8.1 If the Director Human Resources determines that disciplinary action is warranted, the employee will be advised of the decision in writing and a copy placed on the relevant file.

2.8.2 If the determination is for a written warning, the warning must outline the elements of the misconduct or serious misconduct, the required improvement and the consequences if misconduct or serious misconduct is repeated.

2.8.3 If the Director Human Resources decides to terminate employment, the employee will be given a final opportunity to be heard.

2.8.4 Findings of misconduct or serious misconduct must meet the required standard of proof.
SCHEDULE F

UNSATISFACTORY PERFORMANCE

1. Definitions

1.1 ‘Unsatisfactory performance’ includes inefficient or negligent performance of the employee’s duties or unacceptable workplace behaviour.

1.2 ‘Disciplinary action’ is the action or actions taken as a result of an allegation meeting the required standard of proof for which a penalty is considered appropriate and may include:

1.2.1 formal censure, warning or counselling;
1.2.2 withholding an increment for up to one year;
1.2.3 suspending the employee for a period with or without pay;
1.2.4 transfer to another position; and
1.2.5 termination of employment.

1.3 ‘Improvement plan’ is a document drafted by a Supervisor in consultation with the employee which includes the specific areas of unsatisfactory performance, the performance and/or behavioural standards to be met, how these will be assessed and where appropriate a time frame for review.

2. Process for Dealing with Unsatisfactory Performance

2.1 Stage 1 – Informal Processes for Managing Unsatisfactory Performance

2.1.1 Where there are initial or minor concerns regarding an employee’s work performance and/or behaviour the supervisor will normally commence an informal resolution process to address unsatisfactory performance which will include;

(a) Discussing the problems or concerns with the employee through the provision of examples or evidence demonstrating the unsatisfactory performance;

(b) Outlining the expectations of work performance and/or behaviour;

(c) Providing an opportunity to the employee to respond to concerns regarding unsatisfactory performance;

(d) Seeking the employee’s agreement around the expectations of work performance and/or behaviour and a timeframe in which those expectations are to be met wherever possible and where appropriate providing training and support;

(e) Providing regular review and feedback to the employee regarding work expectations with a view to assisting the employee in meeting those expectations.

2.1.2 Where discussions are documented a copy of such documentation is to be provided to the employee.

2.1.3 Where an employee has not met the expectations for work performance and/or behaviour the process for unsatisfactory performance will continue.
2.1.4 Nothing in this subclause precludes the University from commencing the formal process for managing unsatisfactory performance at any time.

2.2 Stage 2 - Formal Process for Managing Unsatisfactory Performance

2.2.1 Where there are continuing or serious concerns regarding an employee’s performance and/or behaviour the supervisor will initiate a formal process for managing unsatisfactory performance which includes the following;

(a) The employee will be advised in advance that they are to meet with their supervisor to discuss concerns regarding their work performance and/or behaviour and that a finding of unsatisfactory performance may result in disciplinary action being taken.

(b) An employee may choose to have an employee representative (which includes Union representative) in attendance at any formal unsatisfactory performance meetings.

(c) The employee will be advised at the meeting of the concerns regarding work performance and/or behaviour, which may include evidence, examples or relevant documents, and the expectations of satisfactory performance/behaviour.

(d) The employee will be provided with an opportunity to respond or comment on the concerns raised.

(e) The employee will normally be provided with a written record of the meeting within 5 days of the meeting. If the employee disagrees with or wishes to make additional comments, the employee may provide a written response to such documentation within a reasonable timeframe.

(f) The supervisor will consider the employee’s responses and any other mitigating circumstances and advise the employee as soon as reasonably practicable of the outcome of the meeting.

(g) Where consideration of the employee’s responses or mitigating circumstances resolves concerns regarding work performance and/or behaviour, the process for managing unsatisfactory performance may be concluded.

(h) Where concerns regarding work performance and/or behaviour have not been resolved an improvement plan and period of review may be implemented and a warning may be issued.

(i) If the employee’s work performance and/or behaviour have not satisfactorily improved following a reasonable review period, the formal process for managing unsatisfactory performance may be repeated until either the concerns are resolved or the matter is referred to the Director, Human Resources.

(j) Nothing in this subclause precludes the University from referring the matter for Review and Action by the Director, Human Resources at any time.
2.3 Stage 3 – Review and Action by the Director, Human Resources

2.3.1 If a decision is made to recommend disciplinary action, the Supervisor will forward a report to the Director, Student Services outlining the following;

(a) the specifics of the unsatisfactory performance;

(b) the process that has been followed;

(c) a recommendation for disciplinary action; and

(d) copies of relevant records.

2.3.2 The Director of Student Services or his or her nominee will provide the employee and the Director, Human Resources with a copy of the supervisor’s report. The employee may submit a written response, including any mitigating circumstances, to the Director, Human Resources within 5 working days.

2.3.3 The Director, Human Resources may, after full consideration of the matter decide to:

(a) take no further action;

(b) refer the matter back for further information, evidence or opportunity to improve;

(c) reprimand or censure the employee;

(d) withhold an increment of salary, where applicable, for a period not exceeding twelve months;

(e) demote the employee to a lower classification or increment;

(f) transfer the employee to another position; or

(g) terminate employment.

2.3.4 Where the Director, Human Resources is considering termination of employment, the employee and their representative, where appointed, may be invited to meet with the Director to discuss any matters prior to a final decision being made.

2.3.5 An employee will be advised in writing of the Director, Human Resources final decision.