



***THE UNIVERSITY OF WESTERN AUSTRALIA
ACADEMIC STAFF AGREEMENT 2014***

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PART A - PRELIMINARIES

1. Title

This Agreement shall be known as The University of Western Australia Academic Staff Agreement 2014.

2. Arrangement

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3. Application of the Agreement

- 3.1 This Agreement shall apply to:
- 3.1.1 The University of Western Australia (the University);
 - 3.1.2 The National Tertiary Education Industry Union (NTEU); and
 - 3.1.3 All persons whose employment is subject to this Agreement who may be classified as Academic, Academic Research and Academic Related staff.
- 3.2 This Agreement does not apply to:
- 3.2.1 Persons employed as Professional and General Staff;
 - 3.2.2 Persons employed as Vice-Chancellor, Senior Deputy Vice-Chancellor, Deputy Vice-Chancellor or Pro Vice-Chancellor;
 - 3.2.3 Persons employed in teaching non-award English Language courses;
 - 3.2.4 Persons involved in the operation of child care facilities; or
 - 3.2.5 Persons principally employed in:
 - (a) The operation of theatrical and 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 Academic Staff Agreement 2010 (AG No 2010/18171).
- 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. Academic Staff Consultative Committee (ACC)

4.1. Role of the Committee

The role of the Academic Staff Consultative Committee is to facilitate consultation between management and employees on workplace relations and human resource matters by:

- 4.1.1 Providing an open forum to raise workplace relations issues; and
- 4.1.2 Reviewing significant human resource policy initiatives and provide feedback on development and implementation of such initiatives.

The ACC will usually meet on a monthly basis.

4.2. Membership

The Committee comprises:

- 4.2.1 Senior Deputy Vice-Chancellor as Chair;
- 4.2.2 3 nominees of the Chair;
- 4.2.3 3 staff nominees of the NTEU; and
- 4.2.4 3 elected staff representatives.

Members appointed under part 4.2.3 shall have a 2 year term of office and may be reappointed for a subsequent term.

Members appointed under part 4.2.4 shall have a 2 year term of office and may be reappointed for a subsequent term after a nomination and election process as determined by the Chair.

The parties agree that where possible the Committee membership should be representative of gender diversity.

4.3 Elections

4.3.1 Elections for positions on the committee will occur in conjunction with the Academic Board elections. Where an elected member resigns during their term and a vacancy is created, endeavours will be made to fill the vacancy as soon as practicable. The process of the election will be the responsibility of the Chair.

4.4 Time Release

4.4.1 Subject to the operational requirements of the University, time release shall be provided to staff members of the ACC to perform those functions specified in this Agreement. In particular, staff representatives on the Academic Consultative Committee (ACC) will require time release to sit on committees and panels, for consultation, and in relevant negotiations.

5. Term

5.1 This Agreement shall take effect from the date of approval of this Agreement with Fair Work Australia under the provisions of the *Fair Work Act 2009* and shall remain in force until 30 September 2016.

6. Agreement Closed and Comprehensive

6.1 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.

7. Aim of Agreement

7.1 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 employment that seek to establish a basis and environment that is both supportive of employees and the achievement of the goals reflected in the University's Strategic Plan 2014-2020. The University identifies a key capability of the Strategic Plan is to attract, develop and retain the highest quality academic and professional staff and to support development of their full potential.

7.2 It is the objective of the parties to this Agreement to implement and to support the University's primary vision by advancing, transmitting and sustaining knowledge and understanding through the conduct of teaching, research and scholarship at the highest international standards for the benefit of international and national communities and the State of Western Australia.

7.3 In addition to the objectives identified in the University's Strategic Plan, the objectives of this Agreement include the facilitation of:

7.3.1 Fair treatment of employees;

7.3.2 A flexible approach to change that reflects the demands in operational environments; and

7.3.3 A workplace culture that values work life balance.

8. Definitions

8.1	Act	Means the <i>Fair Work Act 2009</i> as amended.
8.2	Employee Representative	Means a union representative or a person nominated by an employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practising solicitor or barrister.
8.3	Fixed-term	Means an appointment made for a specified period in accordance with Schedule B – Fixed-term Employment.
8.4	Fractional	Means an appointment, other than as a casual, in which the appointee is required to work on academic duties for less than a full academic load for a full-time staff member of similar designation.
8.5	FTE	Means full-time equivalent.
8.6	FWC	Means Fair Work Commission.
8.7	Head	Dean, Head of School or Section or as otherwise defined under the University's delegations but does not include Head of Discipline.
8.8	Ongoing Contingent Funded Research Contract of Employment	Means an appointment made in accordance with Schedule H.
8.9	President	Means President of the NTEU the University of Western Australia branch.
8.10	Registered Health Practitioner	Means a Health Practitioner who practices in a Health profession as defined under the <i>Health Practitioner Regulation National Law (WA) Act 2010</i> .
8.11	Senate	Means the Senate of The University of Western Australia constituted under the authority of <i>The University of Western Australia Act 1911</i> .
8.12	Senior Management Representative	Means the Senior Deputy Vice-Chancellor, Deputy Vice-Chancellors or Pro Vice-Chancellors; or Deans or other members of the Senior Management Group as determined by the Vice-Chancellor after consultation with the President of the NTEU.
8.13	Special Grant	Means a sum of money made available to or by the University for the conduct of a specific project or programme and which is to be undertaken over a specified period of time.

8.14	Union	Means the National Tertiary Education Industry Union (NTEU).
8.15	University	Means The University of Western Australia constituted under the authority of the <i>University of Western Australia Act 1911</i> .
8.16	Vice-Chancellor	Means 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.

9. Availability of Agreement

- 9.1 This Agreement shall be placed electronically on the World Wide Web available to University staff. A hard copy shall be available for inspection upon request by any employee of the University through Human Resources.

10. Indigenous Australian Employment

- 10.1 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.
- 10.2 The Indigenous Employment Steering Committee will continue to operate as a partnership between the School of Indigenous Studies and the University.
- 10.3 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.
- 10.4 The objectives of the policy include:
- 10.4.1 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
- 10.4.2 Increasing the employment of Indigenous Australians, consistent with sub-clause 10.2, by fostering their employment and participation at all levels of work activity within the University.
- 10.5 In the pursuit of these objectives it is envisaged that the University will:
- 10.5.1 Respect and consider the cultural, social and religious systems practiced by Indigenous Australians;
- 10.5.2 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;

- 10.5.3 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
 - 10.5.4 Recognise the importance of NAIDOC week activities for Indigenous Australians and support their participation in these activities as legitimate staff development.
- 10.6 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 30 – 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 AND ENGAGEMENTS

11. Contract of Service

- 11.1 An employee will be employed as either ongoing, ongoing contingent funded, fixed-term or casual. There shall be no limit on the number or proportion of employees that the University may employ in a particular type of employment.
- 11.2 Offers of appointment shall include the following:
- 11.2.1 The title, classification and location of the position;
 - 11.2.2 The salary or salary range applicable for the position;
 - 11.2.3 The commencing salary;
 - 11.2.4 whether the position is tenured, tenurable or for a fixed-term in which case it shall specify the term for which the position is being offered and the category of fixed-term employment in accordance with Schedule B – Fixed-term Employment;
 - 11.2.5 Any probationary period that may be applicable;
 - 11.2.6 Where the position is subject to external funding, the consequences for continued employment in the event that the funds are withdrawn; and
 - 11.2.7 in the case of Academic Related Staff notification that he/she will ordinarily be in attendance in accordance with the University's normal opening hours.
- 11.3 An offer of appointment shall be provided to every employee who is appointed on a fixed-term, tenurable or tenured basis, but need not be provided to an employee employed on a casual basis.
- 11.4 A casual employee shall complete and be provided with a copy of the Casual Academic Employment Agreement form.
- 11.5 Fixed-term employees shall be subject to probation as follows:
- 11.5.1 Employment up to and including 2 years – 3 months' probation which may be extended for a further period of up to 3 months.
 - 11.5.2 Employment for greater than 2 years – 6 months' probation.
 - 11.5.3 Provided that any appointment which commences prior to commencement of a teaching semester will have the probationary period extended so that the period of probation referred to above falls during semester time.
- 11.6 Conditions to apply to fixed-term appointments shall be in accordance with Schedule B – Fixed-term Employment.
- 11.7 An employee being granted ongoing (tenurable) status may be required to undergo probation or a further probation period as follows:
- 11.7.1 Level A Academics – 5 years. This period may be extended in exceptional circumstances but not shortened except where the employee has already held an academic appointment of no less than 0.5 FTE at the University requiring annual reviews immediately prior to the current appointment; or
 - 11.7.2 Level B Academics – 3 years. This period may be extended by 2 periods of 1 year each or shortened; or
 - 11.7.3 Level C, D, E Academics - up to 3 years. This period may be extended by 2 periods of 1 year each or shortened.
- Where the employee being granted ongoing (tenurable) status has previously undergone probation as a fixed-term employee the probation period that may apply under this subclause will be a further period of probation.

- 11.8 Service under subclause 11.4 may be taken into account as part of the probation period. An employee may be required to do 2 years' probation under this subclause.
- 11.9 Provided also that if an employee is successful in attaining promotion before the expiry of the period of probation, or, in the case of a fixed-term contract before the end of the appointment, the new appointment may be converted to tenured subject to the approval of the Vice-Chancellor.
- 11.10 Every appointment which is made subject to probation shall have the review conducted in accordance with the University's policy.

12. Fractional Employees

- 12.1 An employee may be appointed on a fractional basis to work a fraction of a full-time workload.
- 12.2 The rate of salary for an employee appointed to work on a fractional basis shall be calculated pro-rata to the salary appropriate to the level of appointment in the proportion which the fractional appointment bears to a full-time appointment.
- 12.3 An employee appointed on a fractional basis shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the fractional appointment bears to a full-time appointment.

13. Fixed-term Employees

- 13.1 Conditions relating to fixed-term employment are contained at Schedule B – Fixed-term Employment of this Agreement.

14. Casual Employment

- 14.1 A casual employee means an employee engaged by the hour and paid on an hourly basis. It is recognised that casual academic work can involve both contact time and associated non-contact time for duties such as preparation, marking performed during a lecture or tutorial and student consultation.
- 14.2 A casual employee shall be paid in accordance with the rates prescribed at Schedule A – Salaries and Casual Rates, Table 2. The casual loading is in lieu of all paid leave entitlements, including long service leave.
- 14.3 Casual employees are not entitled to any form of leave provided by this Agreement.
- 14.4 The University will use its best endeavours to secure facilities for casual staff for the purposes of preparation, marking and student consultation. Such facilities may be provided on a shared user basis and include a workstation, telephone, networked PC and email.
- 14.5 A casual employee's contract of service may be terminated by notice on either side given in writing on any day or by the payment in lieu of that day.
- 14.6 The use of casual employment will ensure flexibility within an academic environment where it is recognised that it is important to ensure quality of education in order to maximise student learning and university experience.
- 14.7 The University and the Union recognise that casual employment is not an appropriate employment mode in all circumstances and is not a substitute for fixed-term or continuing employment.

15. Academic Classifications

- 15.1 The classification structure for academic employees is set out at Schedule F – Minimum Standards for Academic Levels (MSALs). The MSALs provide guidelines on the nature and level of duties to be undertaken by an employee.
- 15.2 The University may negotiate appropriate teaching loads with existing and prospective staff having regard to the principle of fair and equitable workloads.
- 15.3 The MSALs will not be used as a basis for claims for reclassification.

PART C – EMPLOYMENT CONDITIONS

Section 1 - Remuneration

16. Salaries and Salary Packaging

- 16.1 Employees shall be paid in accordance with the salaries contained in Schedule A - Salaries and Casual Rates of this Agreement.
- 16.2 Employees appointed to Level A, Schedule A – Salaries and Casual Rates, Table 1, who possess a PhD or are appointed as a course controller shall not receive a salary of less than Level A point 8. This subclause does not apply to casual employees.
- 16.3 Subject to subclause 16.2 of this Clause, employees will normally be appointed at the minimum salary for their level, provided that the Vice-Chancellor may approve a higher commencing salary.
- 16.4 Employees engaged on a casual basis shall be paid the rates contained in Table 2 of Schedule A – Salaries and Casual Rates. .
- 16.5 Notwithstanding the salaries contained in Schedule A - Salaries and Casual Rates of the Agreement, the salary that would otherwise be applicable to an employee 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 packaged items.
- 16.6 Where the University and an employee enter into a Salary Packaging Agreement, by acting in accordance with the Salary Packaging Agreement, the University shall be taken to have satisfied its obligation under Schedule A – Salaries and Casual Rates of this Agreement.
- 16.7 Each employee who negotiates a salary package will be required to enter into a Salary Packaging Agreement with the University.
- 16.8 In respect of an employee who enters into a Salary Packaging Agreement, the salary rate as specified in Schedule A – Salaries and Casual Rates of this Agreement shall be used as the basis to calculate entitlements in respect of:
- 16.8.1 Leave loading;
- 16.8.2 Outstanding leave due upon termination of employment;
- 16.8.3 Redundancy payments;
- 16.8.4 Early retirement payments.
- 16.9 An employee shall continue to be paid in accordance with the terms of the Salary Packaging Agreement during any form of paid leave.
- 16.10 Any dispute in relation to the operation of this subclause will be resolved in accordance with Clause 44 – Dispute Settling Procedures, of this Agreement.

17. Salary Increases

- 17.1 This Agreement provides for a salary increase to be paid in instalments as set out below:

Increase	Effective from beginning of
2.0%	Administrative payment September 2013
\$500 one-off payment (pro-rata and excluding casuals)	The first full pay period after lodgement
0.75%	The first full pay period after lodgement.
3.0%	September 2014
3.0%	September 2015
3.25%	September 2016

- 17.2 Revised salary rates are set out at Schedule A- Classification Salary and Schedule.

18. Payment of Salaries and Allowances

- 18.1 Salaries (including allowances) 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 with the approval of the Director, Human Resources, payment may be made by cheque.
- 18.2 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.
- 18.3 In circumstances where an employee does not have access to electronic payslips arrangements may be made for receipt of a hard copy payslip.

19. Employee Funded Extra Leave

19.1 Deferred Salary Scheme

- 19.1.1 An employee may apply to work within the parameters of the Deferred Salary Scheme. There are three options available.
- (a) Completing 4 years continuous service paid at 80% of salary to be followed by 1 year's leave paid at 80% of salary; or
 - (b) Completing 4.5 years continuous service paid at 90% of salary followed by 6 months' leave paid at 90% of salary; or
 - (c) Completing 2 years continuous service paid at 80% of salary followed by 6 months' leave paid at 80% of salary.
- 19.1.2 Employees are responsible for informing themselves of all implications of the Deferred Salary Scheme before entering into such an arrangement.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 An employee may withdraw in writing from the Deferred Salary 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. Where it is no longer possible to offer the Deferred Salary Scheme under legislative requirements, the scheme will cease with effect from that date.
- 19.1.6 The following breaks in service will not be considered withdrawal from the Deferred Salary Scheme, they will be deemed to be non-participatory periods:
- (a) Secondments where the outside organisation pays; and/or
 - (b) Leave without pay; and/or
 - (c) Sick leave without pay greater than three months; and/or
 - (d) Parental leave.
- 19.1.7 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 that attract payment from the University.

- 19.1.8 Periods deemed to be participatory include:
- (a) Approved leave while in receipt of Workers' Compensation; and/or
 - (b) Sick leave without pay less than or equal to 3 months with the salary adjusted accordingly in the final year (year's leave); and/or
 - (c) Long Service Leave; and/or
 - (d) Sick Leave with Pay; and/or
 - (e) Annual Leave.

19.1.9 An employee may not work for the University during the period of leave provided under this Clause.

19.2 Purchased Leave Scheme

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

19.2.2 Where an employee enters into an agreement to purchase leave their salary will be reduced and spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of paid weeks (spread over 52 weeks)	Number of weeks' purchased leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

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

19.2.4 Purchased leave counts as service for all purposes.

19.2.5 All annual and purchased leave must be taken at mutually agreed times during the 12 month period, with the timing subject to approval. All leave bookings are to be booked and approved through the University Employee Self Service system. 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.

19.2.6 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.

19.2.8 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.

19.2.9 Personal leave or any other paid leave shall be paid at the reduced rate.

19.10 During the period an employee participates in the Purchased Leave 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.

20. Superannuation

- 20.1 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:
- 20.1.1 A 17% employer superannuation contribution for full-time and part-time employees, in accordance with existing University of Western Australia eligibility provisions; or
 - 20.1.2 A 17% employer superannuation contribution for fixed-term employees with continuous service of 2 years or more; or
 - 20.1.3 The Superannuation Guarantee employer contribution for all other employees.
- 20.2 An employee may elect to forego the 3% employer superannuation contribution payable to the member's UniSuper accumulation account and receive a 3% non-superannuable salary loading in lieu.
- 20.3 Provided that the UniSuper Trust Deed so allows during the life of this Agreement, employees who are members of the Defined Benefit Division (DBD) or Accumulation 2 Plan 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 20.1.

21. Incremental Progression

- 21.1 An employee shall proceed by annual increment from the minimum to the maximum of the salary range appropriate to the classification allocated to the position, subject to satisfactory performance.
- 21.2 Where matters of concern arise within 6 months of the due date of an increment payment may be deferred for the period necessary to allow 6 months between identification and payment.
- 21.3 Where matters of concern are satisfactorily resolved within the 6 months period then payment of the increment will be made retrospective.
- 21.4 In exceptional circumstances 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.

22. Annual Leave Loading

- 22.1 An employee, excluding a casual employee, will accrue an annual recreation leave loading equal to 17.5% of 4 weeks' salary per calendar year.
- 22.2 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.
- 22.3 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.
- 22.4 Annual leave loading is paid in November or the first pay period in December of each year.
- 22.5 Where an employee ceases employment prior to the annual payment of leave loading, payment of pro-rata Annual Leave loading applies.

23. Fractional Salaries

23.1 An employee appointed on a fractional basis shall be paid that portion of a full-time salary as their fractional appointment bears to a full-time employee.

24. Overpayments

24.1 If an employee is paid for work not subsequently performed or is otherwise overpaid, the Employer will, after consultation with the employee, make adjustments to the employee's subsequent fortnightly salary payments.

24.2 Overpayments will be recovered at a rate agreed between the University and the employee. As a guide the minimum rate of repayments per pay period will normally be the rate at which it was overpaid or 10% of the employee's fortnightly salary which ever is the lesser. Provided that on application to the Director, Human Resources the amount of repayment may be varied for reasons of financial hardship.

24.3 Provided where an employee ceases employment, any overpayment will be recovered from any monies due at cessation. This does not preclude the University's legal right to pursue recovery of any outstanding monies.

Section 2 - Leave

25. Annual Leave

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

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

25.3 A casual employee is not eligible for annual leave.

25.4 An employee who accrues an entitlement to annual leave may apply to take all or part of that leave. Paid annual leave may be taken for a period agreed between an employee and his or her Head. The Head must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

25.5 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:

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

25.5.2 Within the calendar year it accrues thereafter.

25.6 The Head is responsible for managing leave arrangements within the work area.

25.7 Excess annual leave

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

25.7.2 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.

- 25.7.3 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.
- 25.7.4 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.
- 25.7.5 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.
- 25.8 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.
- 25.9 An employee may make an application to the Director, Human Resources to cash out annual leave on the grounds of financial hardship only. The minimum period of leave to be cashed out is 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. An agreement to cash out annual leave must be in writing. Employees are advised to seek financial advice before making application to cash out leave.
- 25.10 Annual leave is paid at the ordinary rate of pay an employee receives immediately before the period of annual leave begins.
- 25.11 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.
- 25.12 Employees are encouraged to take accrued leave prior to the expiry of their appointment or resignation. Employees engaged on a fixed-term contract which is externally funded may be required to clear any leave entitlements prior to the expiry of the term. Any accrued annual leave due to an employee on the cessation of employment will be paid out in the employee's final payment.
- 25.13 Where a holiday referred to in Clause 26 – Public 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.
- 25.14 All periods of annual leave other than cashed out annual leave count as service for all purposes.

26. Public Holidays and Christmas Closedown

- 26.1 Subject to the provisions of subclause 26.2 of this Clause the following days shall be observed as public holidays: New Year's Day, Special New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State Public Service holidays or University holidays. Provided that 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.

- 26.2 If any of the days nominated in this Clause are not observed as holidays on the appointed day 1 day's leave in lieu will be granted in each case. The day in lieu will be subject to its being taken over the Christmas Holiday period adjacent to the Christmas Closedown.
- 26.3 The provisions of subclause 26.2 shall not apply to casual employees.
- 26.4 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 be deemed to be on annual leave for the requested number of days.
- 26.5 By agreement between the University and an employee involved in administration of students the above arrangement may be varied to better meet the operational requirements of the specific area. The arrangements in other areas of the University may be varied by direct consultation and agreement between the University and the employee and, where they choose, their employee representative.

27. Long Service Leave

- 27.1 An employee, excluding a casual employee, who has been employed by the University for a period of 10 years' continuous service, is entitled to 13 weeks' long service leave on full pay, calculated on the salary of the employee at the time of commencing long service leave.
- 27.2 An employee is entitled to an additional 13 weeks' long service leave on full pay for each and every subsequent period of 10 years' continuous service.
- 27.3 For the purposes of determining an employee's entitlement to long service leave, 'continuous service' includes and does not include the items listed below:

	Continuous Service includes		Continuous Service does not include
27.3.1	Any period during which an employee is absent on full or part pay.	27.3.4	Any period greater than 2 weeks where the employee is absent on leave without pay, except as provided at paragraph 27.3.2.
27.3.2	Any periods of leave without pay granted to take up an assignment with one of the international schemes for developing countries (UNESCO and WHO) to which Australia is a party or for any other purpose for which the University has given its approval.	27.3.5	Any service by an employee between the date by which long service leave entitlements are required to be cleared under subclause 27.4 and the date on which the employee clears the entitlement.
27.3.3	Any period of service from the date an employee is required to clear long service leave up to the date of extension granted in accordance with subclause 27.7.	27.3.6	Any service between the date an employee is granted a deferment for the taking of long service leave by the University because of impending retirement 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.
		27.3.7	Any period of service that was taken into account in ascertaining the amount of lump sum payment in lieu of long service leave.

	Continuous Service includes		Continuous Service does not include
		27.3.8	Any service between the date an employee is granted an extension for the taking of long service leave in accordance with subclause 27.7 and the date the employee clears a full entitlement to long service leave, if the employee does not clear the full entitlement by the date agreed in accordance with subclause 27.7.

- 27.4 An employee must take an accrued long service leave entitlement as soon as possible and within 5 years of the entitlement becoming due. An employee who does not clear the entitlement within this time will cease to accrue any further long service leave until the entitlement is cleared. An employee who has given written notice of their retirement must not be required to take long service leave within 24 months of retirement.
- 27.5 Where an employee gives greater than 6 months' notice the time of taking long service leave will be at his or her choosing, unless the University establishes in exceptional circumstances that arrangements cannot reasonably be put in place that would allow the leave to be taken at the requested time. If leave is denied on this basis the employee is deemed to have approval to defer taking long service leave. Alternate arrangements for clearing leave should be agreed within 1 month of notification that the leave has been denied and should be at the convenience of the employee.
- 27.6 Where an employee gives less than 6 months' notice, the time of taking long service leave will be considered subject to the operational requirements of the University. Approval of leave shall not be unreasonably withheld. The requirement to provide 6 months' notice does not apply where an employee applies for long service leave during a period of approved unpaid parental leave.
- 27.7 Where there are exceptional circumstances and the operational requirements of the University have prevented an employee from taking long service leave within 5 years of the entitlement becoming due, the University shall approve an extension mutually agreed between the University and the employee.
- 27.8 An employee may apply to take long service leave on any of the following bases instead of long service leave at full pay:
- 27.8.1 Double the period of long service leave on half pay; or
 - 27.8.2 Half the period of long service leave on double pay; or
 - 27.8.3 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.
- 27.9 An employee may apply to take pro-rata long service leave after 7 years in the first and subsequent qualifying periods.
- 27.10 An employee who clears any pro-rata long service leave entitlement under subclause 27.9 is not liable to repay any monies representing pro-rata long service leave if the employee subsequently resigns prior to accruing a full entitlement.
- 27.11 An employee whose FTE varied during an accrual period or whose FTE during the accrual period is less than the employee's FTE 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 FTE during the accrual period to the equivalent FTE at the time of commencement of long service leave.

- 27.12 Any Public Holiday/s as defined in Clause 26 – Public Holidays and Christmas Closedown occurring during the period in which an employee is on long service leave will not be treated as part of the long service leave and extra day/s will be granted.
- 27.13 A lump sum payment for an accrued long service leave entitlement will be paid to an employee who resigns or is terminated for any reason.
- 27.14 A lump sum payment for a pro-rata long service leave will be paid where:
- 27.14.1 An employee genuinely retires, with genuine retirement being defined as where the employee qualifies for the Aged Pension or qualifies to access a superannuation benefit and the employee intends to leave the paid workforce prior to the date of retirement; or
 - 27.14.2 An employee is retired for ill health or any other cause and the employee has completed at least 3 years continuous service prior to the date of retirement; or
 - 27.14.3 An employee has died and the employee has completed at least 12 months continuous service prior to the date of death, in which case payment will be made to the employee’s estate or any other person approved by the University; or
 - 27.14.4 The University has terminated employment for any reason other than serious misconduct and the employee has served a minimum continuous period of employment of 5 years.
- 27.15 A lump sum payment for accrued and/or pro-rata long service leave will be calculated at the employee’s salary rate at the date of retirement, resignation or death, whichever applies.
- 27.16 The University will recognise service with other public universities and other public institutions where the institutions have reciprocal arrangements with the University for the purposes of long service leave entitlements.

28. Parental Leave

28.1 Definitions – for the purpose of this Clause

- 28.1.1 “Child” means a child born to or legally adopted by an employee or the employee’s partner.
- 28.1.2 “Continuous Service” is service given in accordance with the contract of employment without a break or with a break not exceeding a period of 2 weeks.
- 28.1.3 “Employee” includes full-time, part-time, ongoing and fixed-term contract employees.
- 28.1.4 “Employee Couple” means 2 employees who are both employed at the University
- 28.1.5 ”Partner” means a person who is a spouse, de-facto or same sex partner of a primary care giver.
- 28.1.6 “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.
- 28.1.7 “Peri natal Death” means the death of a foetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant with 28 days of birth.

- 28.1.8 “Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children.
- 28.1.9 “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

28.2 Entitlement to Parental and Partner Leave

- 28.2.1 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 16 and has not lived continuously with the employee for 6 months or longer.
- 28.2.2 An employee who has completed 12 months continuous service at the time the parental leave is to commence is eligible for paid parental leave in accordance with paragraphs 28.2.3 or 28.2.5.
- 28.2.3 An employee identified as the primary care giver of a child and who has completed 12 months but less than five 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 at paragraph 28.2.1.
- 28.2.4 Paid parental leave taken in accordance with paragraph 28.2.3 must conclude within 26 weeks (at full pay) or 52 weeks (at half pay) of the date of birth or placement of the child.
- 28.2.5 An employee identified as the primary care giver of a child and who has completed five 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 at paragraph 28.2.1.
- 28.2.6 Paid parental leave taken in accordance with 28.2.5 must conclude within 36 weeks (at full pay) or 72 weeks (at half pay) of the date of birth or placement of the child.
- 28.2.7 An employee who has completed less than 12 months’ continuous service at the time the parental leave commences is entitled to unpaid parental leave.
- 28.2.8 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.
- 28.2.9 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.
- 28.2.10 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.
- 28.2.11 Parental leave and Partner Leave may be taken concurrently by employee couples for a maximum of 3 weeks.

- 28.2.12 Any unused portion of paid or unpaid parental leave will not be preserved in any way.
- 28.2.13 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.
- 28.2.14 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.
- 28.2.15 An employee may elect to convert a period of their paid parental leave into an approved University account for the purposes of re-establishing an academic career. Where the employee so elects the employee's paid parental leave entitlement will be reduced by the same period. The maximum period that may be converted is up to 50% of the employee's paid parental leave entitlement.
- 28.2.16 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.
- 28.2.17 An employee who does not meet the requirements of paragraph 28.2.16 is entitled to 14 weeks paid parental leave for a second or subsequent period of parental leave.

28.3 Other leave entitlements

- 28.3.1 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 paragraph 28.2.1. During periods of annual or long service leave clearance the absence is classified as leave for parental leave purposes.
- 28.3.2 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 30 – Personal Leave).
- 28.3.3 An employee on parental leave is not entitled to paid personal leave and other paid absences other than as specified in paragraph 28.3.4.
- 28.3.4 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.

28.4 Commencement of Parental Leave

- 28.4.1 A pregnant employee can commence the period of parental leave any time within 6 weeks before the expected date of birth.
- 28.4.2 A pregnant employee may apply to the Director, 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.
- 28.4.3 A primary caregiver, other than a pregnant employee, with an entitlement to paid parental leave at paragraph 28.2.3 may commence paid parental leave within 26 weeks of the date of birth or placement of the child.
- 28.4.4 A primary caregiver, other than a pregnant employee, with an entitlement to paid parental leave at paragraph 28.2.5 may commence paid parental leave within 36 weeks following the date of birth or placement of the child.
- 28.4.5 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.
- 28.4.6 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.

28.5 Notice, Variation and Evidence Requirements

- 28.5.1 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.
- 28.5.2 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.
- 28.5.3 An employee on parental leave is required to give 6 weeks written notice of their intention to extend the period of leave stated in the original application.
- 28.5.4 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.
- 28.5.5 The employer may require reasonable evidence of primary care giver or partner status.

28.6 Transfer to a Safe Job

- 28.6.1 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.

- 28.6.2 Where there is no safe position available the employee is entitled to take paid no safe job leave for the period the employee is deemed to be at risk.

28.7 Replacement Employee

- 28.7.1 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.

28.8 Resumption of Duties

- 28.8.1 An application to resume duty within 6 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.
- 28.8.2 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.
- 28.8.3 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 paragraph 28.8.2.
- 28.8.4 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 Head and the employee. The Head is responsible for confirming in writing to the employee and Human Resources the return to work arrangements.
- 28.8.5 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.
- 28.8.6 An employee who has returned to work on a part-time basis may revert to full-time hours at the same classification level within 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 paragraph 28.8.4 the University may only refuse the request on reasonable business grounds.
- 28.8.7 An employee on parental leave will be consulted on any proposed organisational changes as set out in Clause 42 – Consultation on Organisational Change.

28.9 Parental Leave and the Contract of Employment

- 28.9.1 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.
- 28.9.2 An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.

28.9.3 An employees' contract of employment will not be terminated on the grounds of 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.

28.9.4 An employee employed on a second or subsequent research grant funded contract who:

- (a) Ceases employment because of the expiry of the fixed-term contract; and
- (b) Resumes employment with the University within 6 weeks of the expiry of that contract; and
- (c) Has not received a severance payment in accordance with Schedule B – Fixed-term Employment, of this Agreement.

does not break their continuity of service for the purposes of calculating eligibility for parental leave.

28.10 Work whilst on Parental Leave

28.10.1 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 FTE.

28.11 Adoption Leave

28.11.1 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.

28.12 Partner Leave

28.12.1 An employee who is not a primary caregiver is entitled to a period of paid or unpaid Partner Leave at the time of the birth or placement of a child/children to his or her partner.

28.12.2 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 partner leave of 3 weeks of which (2) weeks in paid leave and (1) week is unpaid.

28.12.3 An employee with less than 12 months continuous service with the University at the time of the birth or placement of the child is entitled to (3) weeks unpaid partner leave.

28.12.4 Partner Leave can be taken as a minimum of 1 day at a time and up to 3 weeks in total.

28.12.5 Partner leave is accessible from the date of birth and up to 3 months after the date of birth.

28.12.6 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.

28.14 Casual Employees

28.14.1 The provisions of this Clause shall not apply to casual employees. Entitlement to parental leave for casual employees is as prescribed under *Fair Work Act 2009*.

29. Leave Without Pay or Secondment

29.1 Leave without pay may be approved by the University on the recommendation of the supervisor for a period of 12 months or less, in the first instance. Any period of leave without pay for a fixed-term employee must not exceed the term of the contract.

29.2 Every application will be considered on its merits and may be granted as set out in University policy provided:

29.2.1 The work area is not unduly inconvenienced; and

29.2.2 All other leave credits of the employee are exhausted except where the unpaid leave is for the purposes of:

(a) Providing care and support to another person whose care is the responsibility of the employee; or

(b) Accepting a fixed-term secondment opportunity with another employer; or

(c) An appointment under an international scheme of assistance for developing countries to which Australia is a party (e.g. UNESCO, WHO). If an employee is granted leave without pay to take up an appointment under an international scheme of assistance for developing countries (e.g. UNESCO, WHO), the leave is counted as qualifying service for all leave purposes. In addition, the University continues to pay its share of superannuation contributions for the period involved provided members undertake in writing to pay their share of such contributions for the period involved provided members undertake in writing to pay their share of such contributions and to return and serve the University for at least 2 years immediately following the expiration of the leave.

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

29.4 An employee who applies for leave without pay for a period of 6 months or more is to give 6 months' written notice and confirm their intention to return to the University at the end of this leave period.

29.5 Any period of leave without pay taken by an employee will not be a break in service however any period that exceeds 2 weeks will not form part of the employee's service period unless decided otherwise by the University.

29.6 The provisions of this Clause do not apply to casuals.

30. Personal Leave

- 30.1 For the purposes of this Clause, the following are members of an employee’s immediate family:
 - 30.1.1 A spouse (including a former spouse, a de-facto, a former de-facto and current or former same sex partner);
 - 30.1.2 A child or adult child (including an adopted child, a step child or an ex nuptial child);
 - 30.1.3 A parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;
 - 30.1.4 A child or adult child (including an adopted child, a step child or an ex nuptial child) of the spouse;
 - 30.1.5 A parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and
 - 30.1.6 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.
- 30.2 An employee, excluding a casual employee, is entitled to 12.5 days (93.75 hours) of paid personal leave per year.
- 30.3 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	46.88 hours
On completion of twelve months' service	93.75 hours
On completion of each additional twelve months' service	93.75 hours
- 30.4 An employee employed on a fixed-term contract for a period less than 12 months shall be eligible for pro-rata leave in accordance with this Clause.
- 30.5 A part-time employee will be credited personal leave on a pro-rata basis according to their FTE.
- 30.6 An employee may take paid personal leave:
 - 30.6.1 Due to a personal illness or injury; or
 - 30.6.2 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.
- 30.7 A casual employee is entitled to unpaid personal leave for the reasons set out in subclause 30.6.
- 30.8 If the period during which an employee takes paid personal leave includes a day that is a Public Holiday as defined in Clause 26 – Public Holidays and Christmas Closedown, the employee is taken not to be on paid personal leave on that day.

- 30.9 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 subclause 30.6.
- 30.10 Where 3 or more consecutive working days are involved, the leave application must be supported by a certificate from a registered health practitioner.
- 30.11 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.
- 30.12 Where the Head has reasonable grounds to doubt the reasons for an employee's absences under this Clause, they shall notify the Director, 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.
- 30.13 The Director, Human Resources may direct an employee to attend a relevant registered health practitioner, or send a relevant registered health practitioner to attend on and examine the employee where:
- 30.13.1 The Head or Supervisor has reasonable doubt that the employee is absent due to illness; or
- 30.13.2 There is reason to doubt the fitness of the employee to be in the workplace either in relation to the safety and wellbeing 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.
- 30.14 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.
- 30.15 Where an employee suffers a personal illness during a period of annual leave or long service leave and provides a certificate from a relevant registered health practitioner on their return from this period of leave, the employee will be credited with additional annual or long service leave, whichever is applicable for the period they were certified as ill.
- 30.16 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.
- 30.17 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.
- 30.18 An employee who is absent on leave without pay will not be eligible for personal leave during the period of leave without pay, including parental leave without pay.

30.19 Unpaid leave

- 30.19.1 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.

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

- a) A single continuous period of up to 2 days; or
- b) Any separate periods to which the employee and the Head agree.

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

31. Community Service Leave

31.1 An employee engaged in jury service, Leave for Emergency Services or other eligible community service activity under the Act 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.

31.2 Employees engaged in eligible community service will receive paid leave as prescribed at subclause 31.3. An employee may elect to utilise Annual Recreation Leave, Long Service Leave accrued entitlements or leave without pay for any additional leave beyond the periods prescribed at subclause 31.3.

31.3 The University will provide Community and Other leave to employees as follows:

Purpose of Leave	Eligibility	Leave entitlement
Veteran’s Leave	An employee with an illness caused by or related to war service as certified by the Department of Veteran’s Affairs and a registered medical practitioner.	Leave of 112.5 hours on full pay per annum, accruing to a maximum of 337.5 hours as approved by the Vice-Chancellor or nominee.
Jury Service	An employee who is required to serve on a jury.	Paid leave for all staff including casual employees for such period as necessary for the employee to carry out the duties as a juror. An employee is not entitled to receive any jurors' fee except for travel. Payment will be reduced by any amount employee receives as jury service
Leave for Training with Defence Force Reserves	An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force.	Leave to attend a training camp, school, class or course of instruction. Paid leave up to 4 weeks per year for ADF camps, school, class or course instruction. If the Commanding Officer of a unit certifies that it is essential for an employee to be at an annual training camp in an advance or rear party, a maximum of 4 extra working days may be granted. 2 additional weeks paid leave for first year ADF Reserves for recruit and training purposes.

Leave for International Sporting Events	An employee chosen to represent Australia as a competitor or an official at a recognised international sporting event.	Paid leave for the period of the competition plus reasonable travel time but not normally exceeding 10 consecutive days.
Leave for Emergency Services	An employee who is a volunteer member of a recognised emergency management body such as: the State Emergency Service; St John Ambulance Brigade; or a Bush Fire Brigade. And who engages in a voluntary emergency management activity.	Paid leave for attendance at an emergency and/or disaster certified by the relevant voluntary organisation. Paid leave will be for the period the employee is absent when carrying out an emergency management response.

31.4 An employee accessing leave under this Clause must as soon as practicable provide the Head with notice of his/her absence.

31.5 The provisions of this Clause shall not apply to casuals unless otherwise stated.

32. Compassionate/Bereavement/Ceremonial/Cultural Leave

32.1 Compassionate/Bereavement Leave

Definitions for Compassionate/Bereavement Leave

32.1.1 Immediate family covers:

- (a) a spouse (including a former spouse, a defacto, a former defacto and current or former same sex partner);
- (b) a child or adult child (including an adopted child, a step child or an ex nuptial child);
- (c) a parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;
- (d) a child or adult child (including an adopted child, a step child or an ex nuptial child) of the spouse;
- (e) a parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and
- (f) 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.

32.1.2 Compassionate/ Bereavement Leave

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:

- (b) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (c) Sustains a personal injury that poses a serious threat to his or her life; or
- (d) Dies.

Entitlement

- 32.1.3 Compassionate/Bereavement Leave provides two days leave for each permissible occasion.
- (a) The Head may grant an employee employed in that school/section:
 - (b) Compassionate/bereavement leave for each particular permissible occasion as:
 - (i) A single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) Any separate periods agreed by the Head and the employee to a maximum of 2 days.
 - (c) Leave granted in accordance with this Clause for the purpose of providing care or support to a member of the employee's immediate family, or a member of the employee's household may be approved in conjunction with any other accrued leave.
- 32.1.4 The minimum period of leave that can be taken is one (1) hour.
- 32.1.5 The provisions of this Clause shall apply to casual employees, however casual employees are not entitled to payment for any periods of leave taken.

Notification

- 32.1.6 An employee must give his or her employer notice of the taking of leave under this Clause by the employee. The notice:
- (a) must be given to the University as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the University of the period, or expected period, of the leave.
- 32.1.7 An employee will, if requested by the employer, provide information that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible leave activity.
- 32.1.8 An employee is not entitled to take Compassionate/Bereavement leave unless the employee complies with this section.

32.2 Ceremonial/Cultural Leave

Definitions for the purpose of this clause

32.2.1 Ceremonial/ Cultural Leave

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

Entitlement

- 32.2.2 Ceremonial/Cultural Leave of absence not exceeding 15 consecutive hours and not exceeding, in aggregate, 22.5 hours in any one calendar year.
- (a) Part-time employees are eligible for leave on a pro-rata basis in accordance with the following formula:

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{22.5}{1}$$

- (b) 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 10 – Indigenous Australians Employment.

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

32.2.4 The provisions of this Clause shall not apply to casual employees.

Notification

32.2.5 An employee must give his or her employer notice of the taking of leave under this Clause by the employee. The notice:

- (a) Must be given to the University as soon as practicable (which may be a time after the leave has started); and
- (b) Must advise the University of the period, or expected period, of the leave.

32.2.6 An employee will, if requested by the employer, provide information that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible leave activity.

32.2.7 An employee is not entitled to take Ceremonial/Cultural leave unless the employee complies with this section.

Section 3 – Other Provisions

33. Performance of Duties

33.1 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.

34. Flexible Work Arrangements

34.1 This Clause constitutes the flexibility term referred to in section 202 of the Act.

34.2 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:

34.2.1 The taking of Purchased Leave in addition to that provided for in Clause 19;
and

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

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

- 34.3 The employer must ensure that the terms of the individual flexibility arrangement:
 - 34.3.1 Are about permitted matters under section 172 of the Act; and
 - 34.3.2 Are not unlawful terms under section 194 of the Act; and
 - 34.3.3 Result in the employee being better off overall than the employee would be if no arrangement was made.
- 34.4 The employer must ensure that the individual flexibility arrangement:
 - 34.4.1 Is in writing; and
 - 34.4.2 Includes the name of the employer and employee; and
 - 34.4.3 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
 - 34.4.4 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
 - (d) States the day on which the arrangement commences.
- 34.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 34.6 The employer or employee may terminate the individual flexibility arrangement:
 - 34.6.1 By giving no more than 28 days written notice to the other party to the arrangement; or
 - 34.6.2 If the employer and employee agree in writing — at any time.

35. Intellectual Freedom

- 35.1 The University is 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.
- 35.2 Intellectual freedom includes:
 - 35.2.1 The rights of all employees to express opinions about the operations of the University and higher education policy more generally;
 - 35.2.2 The rights of employees to pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
 - 35.2.3 The right to participate in public debates and express opinions about issues and ideas related to their discipline area;
 - 35.2.4 The right of all employees to participate in professional and representative bodies including industrial associations and to engage in community service without fear of harassment, intimidation or unfair treatment; and
 - 35.2.5 The right to express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate.

- 35.3 In the exercise of Intellectual Freedom, employees will act in a professional and ethical manner and will not harass, vilify, intimidate or defame the institution or its employees.
- 35.4 In relation to governance, the University will encourage employees 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'.

36. Workloads

36.1 Transitional Arrangements

- 36.1.1 The parties recognise that Schools are at different stages in the development and implementation of workload models. The Academic Workload Advisory Committee (AWAC) will make recommendations to the SDVC if they become aware that schools do not have a workload model in place.
- 36.1.2 All schools are required to have a workload model in place prior to the commencement of Semester 1, 2015.

36.2 Principles

- 36.2.1 The University will manage workloads in accordance with the following principles.
- (a) Workloads will be allocated in a fair, equitable and transparent manner.
 - (b) Workload models will have regard for the operational requirements of the School or equivalent work area.
 - (c) All staff members are entitled to a fair and equitable workload. In particular, the allocation of work to an employee will:
 - (i) Be consistent with the staff member's level of appointment, time fraction and stage of the employee's career, particularly the needs of early career Academic staff to establish their research profile, and
 - (ii) Recognise the importance of maintaining an appropriate life balance.
 - (d) Consistent with operational requirements and at the staff member's request, workloads may be subject to reasonable accommodation for reasons of disability or carers' responsibilities.
 - (e) Planning for workloads will include collegial discussion and fair and proper consideration of workload implications.
 - (f) Heads of School, supervisors and staff members should ensure that workloads are managed such that leave entitlements are taken in a timely manner to ensure adequate breaks from work.
- 36.2.2 The University encourages regular discussion between staff and Heads regarding workload and priorities. As a minimum, workloads will form part of the Professional Development Review conducted annually.

36.3 Academic work

- 36.3.1 The scope of academic work includes teaching, research, administration and service to the University and broader community. This requires flexibility in work patterns to match teaching and research requirements and individual interests.
- 36.3.2 Academic workload is a combination of assigned and self-directed tasks.
- 36.3.3 The workload allocated to a full time academic staff member should not exceed an average of 37.5 hours per week averaged over a calendar year (1725 hours per annum). An employee may be appointed on a fractional basis to work a fraction of a full time workload.

- 36.3.4 To assist early career academics to establish a research track record these employees will, as far as possible, not have administrative roles.
- 36.3.5 The University recognises that the ratio of Students (EFTSU) to non casual staff (non-casual FTE) with teaching duties is a measure of the demand on staff time. The University recognises that if this is allowed to increase unreasonably it can compromise the quality of the University's teaching and research programs. The University will use its best endeavours to ensure reasonable workload.

36.4 Workload models

- 36.4.1 Academic workload models will be developed by a school or equivalent work area through collaborative discussions/communication involving, as far as possible, its entire academic staff and will be determined prior to the commencement of each academic year.
- 36.4.2 School or equivalent work area academic workload models will be made available to all academic staff in a school and be in such a form that enables an academic employee to compare their workload with the model.
- 36.4.3 School or equivalent work area academic workload models will include the process for allocating workload consistent with the principles outlined at 36.2.

36.5 Teaching component

- 36.5.1 Workload models will specify the maximum total annual number of weeks in which a full-time teaching and research academic may be required to carry out the following duties:
- (a) Deliver class contact component of teaching, whether face to face or online; and
 - (b) Co-ordinate units.
- 36.5.2 Co-ordination duties will be counted on the basis of the number of class contact weeks of the unit.
- 36.5.3 For a full time teaching and research academic the maximum number of weeks required under paragraph (a) of this subclause will normally be 26. The number of weeks may vary according to the practice in the discipline area including variations resulting from alternate teaching arrangements. The maximum number of weeks applicable under paragraph (a) of this subclause may also be varied with the agreement of the staff member.
- 36.5.4 In determining the teaching component of workload models, factors that affect teaching loads will be taken into account including but not limited to:
- (a) Class sizes or the number of students taught;
 - (b) Modes of delivery including for example face-to-face teaching, on-line learning and blended learning;
 - (c) Level of subjects taught;
 - (d) Field trips;
 - (e) Student consultation;
 - (f) Assessment and feedback including marking;
 - (g) Pedagogical innovation;
 - (h) Training, including training for on-line delivery;
 - (i) Preparation requirements for:
 - New Units;
 - Rewrites of Units;
 - Taking a unit for the first time;
 - Development of material;
 - (j) Course or unit coordination; and
 - (k) Teaching overseas or Australian locations outside Perth.

Additionally the following tasks count towards teaching workload, but are to be excluded from the 26 weeks teaching limitations;

- (l) Exam supervision and attendance;
- (m) Practicum placements;
- (n) Student Camps; and
- (o) Clinical teaching in MBBS, BDentSci, BPod; Med, M Nursing Sci.

36.5.5 The allocation of these duties will be done in a manner that can demonstrably be completed in a professional and competent manner within the total time allocated to teaching and teaching related duties.

36.6 Workload Components

36.6.1 School or equivalent work area academic workload models will detail the activities and factors to be considered under each component of the scope of academic work: teaching; research; administration and service to the University and broader community. The activities and factors will include, but not be limited to:

- (a) Post Graduate supervision including higher degree by research;
- (b) Research outputs, scholarship, creative production;
- (c) Staff development requirements;
- (d) Internal and external professional work;
- (e) Administration, including participation on committees;
- (f) International commitments;
- (g) Clearance of leave entitlements, and
- (h) University service and community engagement as relevant to the discipline.

36.7 Workload allocations

36.7.1 It is acknowledged that the individual interests of academic staff may vary during their employment. The University recognises employees may experience a number of changing priorities throughout their working lives and will seek to provide a level of flexibility which meets University and individual needs.

36.7.2 Each teaching and research academic staff member's workload will be determined in accordance with the School or equivalent work area Workload Model and allocated in accordance with the process detailed in that Model. Allocation of workload will be undertaken in consultation with the staff member concerned and the Head having regard to:

- (a) the staff member's level of appointment and time fraction;
- (b) the needs of early career Academic staff to establish their research profile;
- (c) the importance of maintaining life balance;
- (d) the annual and other leave plans of the staff member, and
- (e) carers responsibilities and disabilities of the staff member.

36.8 Academic Workload Advisory Committee

36.8.1 The Academic Workload Advisory Committee will:

- (a) Provide advice to the Senior Deputy Vice-Chancellor on academic workload related matters;
- (b) Review and monitor the workload models and changes to workload models to ensure that the provisions of this Clause are observed and where appropriate provide recommendations to the Senior Deputy Vice-Chancellor;
- (c) Ensure that each workload allocation model provides a reasonable basis for determining comparison of workload quantum across the University; and
- (d) Identify matters of concern, if any, arising out of its review of workload models.

36.8.2 The Academic Workload Advisory Committee shall be comprised of:

- (a) Chair - Nominee of the Senior Deputy Vice-Chancellor who will be a member of Academic Staff;
- (b) President, NTEU, or his/her nominee who will be a member of Academic Staff;
- (c) Four academic staff members agreed between the SDVC and the President, NTEU; and
- (d) Director of HR or nominee in an advisory capacity.

36.8.3 Membership may be varied by agreement between the SDVC and the President of NTEU. An Executive Officer will be appointed to the Workloads Advisory Committee.

36.9 Workload Review Issues

36.9.1 Individual workload issues can be raised with the staff members Head of Academic Unit who through consultation with the staff member and Dean will attempt to agree on an appropriate workload.

36.9.2 Where an individual workload complaint cannot be resolved through the above measures it can be escalated to a dispute under the dispute resolution procedure.

36.9.3 Where an individual School or Faculty has multiple disputes regarding workload issues, the implementation of the workload model can be referred to the Academic Workload Advisory Committee for advice.

36.10 Other

36.10.1 This Clause does not apply to casual employees or students employed during the course of their studies.

PART D – PERFORMANCE MANAGEMENT AND DEVELOPMENT

37. Professional Development Review

- 37.1 The University's Performance Management Framework includes an annual Professional Development Review process.
- 37.2 Employees shall undertake an annual review with their supervisor or his/her delegate. The University will continue to consult with employees and where they choose their employee representatives regarding the implementation of the Professional Development Review process.
- 37.3 In accordance with subclause 37.2 supervisors are required to receive relevant training in Professional Development Review prior to undertaking reviews of other employees.
- 37.4 Employees will be offered relevant training prior to participating in their own professional development review.
- 37.5 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.
- 37.6 The Professional Development process will not be used for disciplinary purposes.

38. Academic Staff Supervision

- 38.1 Each academic should have a nominated supervisor who shall normally be the Head of the academic Unit in which the academic is employed. Provided that the Senior Deputy Vice-Chancellor, nominated Academic Member of Executive or the Dean may delegate in writing, an alternative supervisor. Academics may request the nomination of an alternative supervisor, such requests may be approved by the Senior Deputy Vice-Chancellor.
- 38.2 Supervisors will be expected to provide academic and administrative leadership and are responsible for monitoring the performance of academics and for providing assistance to academics whose performance is assessed as requiring improvement. Wherever possible supervisors shall be competent in the areas of expertise of the academics for whom they are responsible.
- 38.3 The supervisor should receive appropriate training in academic staff assessment techniques and the provisions of this Agreement.
- 38.4 The supervisor for purposes of professional development review may be nominated in accordance with the University's policy.

39. Supervisor Training

- 39.1 Training for employees with supervisory responsibilities should be conducted and include:
 - 39.1.1 Induction programs for supervisors;
 - 39.1.2 Ongoing program of supervisor training;
 - 39.1.3 Training directed towards assessment of job performance rather than individual characteristics;

- 39.1.4 Training which includes equal opportunity and affirmative action policies and guidelines; and
- 39.1.5 Training on academic staff assessment techniques and the provisions of this Agreement.
- 39.2 For the purposes of the Professional Development Review process, the University will ensure that an ongoing training program is provided for supervisors and that the supervisor has undertaken such training prior to conducting a review.
- 39.3 The training will stress the objectives of the scheme and will emphasise its developmental nature and its role in assisting all employees to perform at their optimum level.

40. Staff Support

- 40.1 Any issues of concern should be raised with the employee at an early stage and appropriate support provided to enable employees to achieve their full potential.
- 40.2 Issues of job performance or standards of behaviour or conduct should be raised informally in the first instance with a view to reaching an amicable resolution.
- 40.3 Discussions should be conducted in private.
- 40.4 Any meeting should include the following:
 - 40.4.1 The nature of the concern;
 - 40.4.2 Clearly articulated expectations or standards;
 - 40.4.3 Support/advice to be provided, where relevant; and
 - 40.4.4 The period over which the employee will be mentored and by whom, where relevant.
- 40.5 The employee must be given the right to respond to any concerns raised. The objective at this stage is to resolve the matter amicably and swiftly.
- 40.6 These discussions cannot be relied upon to initiate procedures or used in any proceedings under the Unsatisfactory Performance, Misconduct or Serious Misconduct provisions contained in Schedules C – Unsatisfactory Performance and/or D – Misconduct of this Agreement.
- 40.7 Serious concerns shall be dealt with in accordance with Schedules C - Unsatisfactory Performance and/or D – Misconduct of this Agreement.
- 40.8 Nothing in this Clause shall prevent the employer taking action under Schedules C – Unsatisfactory Performance and/or D – Misconduct of this Agreement in respect of unsatisfactory performance or misconduct.

PART E – JOB SECURITY AND MANAGING CHANGE

41. Job Security

41.1 Employment Philosophy

- 41.1.1 The University's employment philosophy is to fill positions on a tenurable/tenured or ongoing basis. Where circumstances exist for the use of fixed-term employment, the University has a preference for fixed-term employment as compared with casual employment.
- 41.1.2 The University remains committed to redeployment of employees where positions become redundant and will continue to use every effort to avoid forced redundancies.
- 41.1.3 All processes and results of decision-making about employment will be congruent with the University's commitment to equity and equal opportunity.

41.2 No Net Job Loss

- 41.2.1 The University commits that during the nominal life of this Agreement the University will at least maintain the academic staffing level, based on full-time equivalent academic positions, at the level that existed as at 1 April 2005.
- 41.2.2 Nothing in this Clause stops the use of voluntary or forced redundancies in accordance with the provisions of this Agreement.
- 41.2.3 The provisions of this Clause shall not apply to casuals.

42. Consultation on Organisational Change

42.1 Principle

The 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 employees prior to any decision on organisational change. This should occur before any draft proposals for change.

When organisational change is proposed, all relevant employees directly affected by the change (including those on paid or unpaid leave), the relevant Union(s), and where they choose their employee representative, 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:

- 42.2.1 Termination of employment;
- 42.2.2 Major changes in the composition, operation or size of the employer's workforce or in the skills required;
- 42.2.3 The elimination or diminution of job opportunities, promotion opportunities or job tenure;
- 42.2.4 The alteration of hours of work; and
- 42.2.5 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 employees

It is understood 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 employees likely to be directly affected as soon as practicable. An employee 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 employees and where they choose their employee representative 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 employees 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 employees, it will notify the affected employees, the relevant Union/s and where an employee elects their employee representative about the proposed changes and the timetabling of the formal consultation process.

Formal consultation shall include but not be limited to:

- 42.4.1 Circulation of specific written proposals for consideration;
- 42.4.2 Meeting of all staff, the relevant Union/s and where an employee elects their employee representative generally no less than 5 working days after provision of the specific written proposal;
- 42.4.3 The opportunity for written responses or alternatives from affected employees the relevant Union/s and where an employee elects their employee representative, the period for submitting responses will be generally no less than 10 days after the meeting(s) in 42.4.2 above;
- 42.4.4 Meetings of management, employees and where they choose their employee representative to discuss and examine the change proposal and alternatives;
- 42.4.5 The ongoing provision of information to employees, the relevant union's and where an employee elects their employee representative over the duration of the change process; and
- 42.4.6 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 definite decision is being made to implement organisational change the University will:

- 42.5.1 Issue to directly affected employees, the relevant Union(s), and where they choose their employee representative, 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; and
- 42.5.2 Consult employees who may be affected, and where they choose their employee representative about the change proposal; and

42.5.3 Meet and confer with employees, and where they choose their employee representative, concerned and endeavour to reach agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected employees.

43. Redundancy

43.1 The procedures for dealing with redundancy shall be as set out in Schedule E – Redundancy Provisions.

PART F – DISPUTE, GRIEVANCE AND REVIEW PROCEDURES

44. Dispute Settling Procedures

- 44.1 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 shall be dealt with in accordance with this Clause. At any stage of the dispute an employee may choose to seek the advice and/or be accompanied or represented by an employee representative.
- 44.2 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 5 working days.
- 44.3 If the dispute is unresolved at subclause 44.2, the matter must be referred to and be discussed with the Director, Human Resources and an attempt made to find a satisfactory solution, within a further 5 working days.
- 44.4 If the dispute is still unresolved, the employee(s), the Union or their employee representative may refer it to an Academic Member of Executive or to a Disputes Committee as per subclause 46.5 of this Agreement within 10 working days.
- 44.5 Where the dispute cannot be resolved in accordance with subclause 44.4 and all agreed steps for resolving the dispute have been taken, the dispute may be referred to Fair Work Australia (FWA) for resolution. Resolution can be sought by mediation and/or conciliation, and where the matter remains unresolved, arbitration.
- 44.6 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.
- 44.7 The period for resolving a dispute may be extended by agreement between the University and the employee, the Union or the employee's representative.
- 44.8 While these dispute settling procedures are taking place, working arrangements as they existed prior to the dispute shall continue, unless an employee has reasonable concern about an imminent risk to their health or safety.
- 44.9 The parties agree to implement the outcomes of arbitrated decisions of FWA arising from disputes raised under this Clause.

45. Procedures for Settlement of Grievances

- 45.1 Where grievances occur in the workplace the procedures set out in Schedule G – Procedures for the Settlement of Grievances, shall be followed.

46. Review and Dispute Committees

- 46.1 The University will establish either a Review Committee or a Dispute Committee, as required, to hear requests for review arising from recommendations or decisions made by the University as follows:
- 46.1.1 The Review Committee will review matters relating to:
- (a) Schedule C – Unsatisfactory Performance;
 - (b) Schedule D – Misconduct; and
 - (c) Schedule E – Redundancy Provisions.
- 46.1.2 The Dispute Committee will review matters relating to:
- (a) Clause 44 – Dispute Settling Procedures.

46.2 Composition

- 46.2.1 Each Review and Dispute Committee shall consist of 3 members; 1 from each of the following categories:
- (a) A person from within the University chosen by the Senior Deputy Vice-Chancellor;
 - (b) The President of the NTEU or their nominee; and
 - (c) A chairperson chosen by the Senior Deputy Vice-Chancellor in accordance with paragraph 46.3.1
- 46.2.2 Members of the Review and Dispute Committee will act impartially and only consider the case brought before it in the light of the grounds for which the employee seeks review.

46.3 Chairpersons of Review and Dispute Committees

- 46.3.1 Chairs appointed to Review and Dispute Committees under subclause 46.2 shall have relevant experience, be independent and command the confidence of management and staff.
- 46.3.2 A panel of Chairs will be established, annually or more frequently if required, by agreement between the Senior Deputy Vice-Chancellor and the President of the NTEU.

The Senior Deputy Vice-Chancellor will be responsible for selecting a Chair from that panel, having regard to the requirements of paragraph 46.3.1.

46.4 Research Misconduct

- 46.4.1 A matter involving allegations of research misconduct may require an independent Chair who is not a University employee.
- 46.4.2 Where an independent Chair is required the Senior Deputy Vice-Chancellor will consult with the President of the NTEU prior to appointing the Chair.
- 46.4.3 Where an allegation of research misconduct involves employees from more than one institution, the University may form a multi-institutional committee for the purposes of review.

46.5 Operation of Review Committee

- 46.5.1 In undertaking its role a Review Committee shall:
- (a) Provide an opportunity (including at least 5 working days' notice) for the employee, or where they choose their employee representative, and the University representative to make submissions, and present and respond to written or oral evidence in relation to the matter before the Committee;
 - (b) Take into account such further materials as it believes appropriate to assist it. This section does not permit the Review to go beyond the scope of the initial investigation;
 - (c) May interview people as it sees fit;
 - (d) Allow the employee to be represented by a person of their choice, but not if such a person is a currently practising solicitor or barrister;

- (e) Allow the University to be represented by an agent of its choice, but not if such a person is a currently practising solicitor or barrister;
- (f) Ensure that the employee, or his/her representative where they so choose, and the University or its representative has the right to ask questions of or put questions to interviewees;
- (g) Conduct proceedings as expeditiously as possible with due regard for natural justice;
- (h) Conduct proceedings in private (unless otherwise determined by the Committee);
- (i) Keep a record of the proceedings, but not its deliberations, which will be made available on request by the employee and the University;
- (j) Subject to subclause (k) below, permit the University and employee and if they so wish, their respective representatives, to be present for all proceedings (including the making of submissions) and interviews except for the deliberations of the Committee;
- (k) In exceptional circumstances, such as allegations involving harassment, the Review Committee may allow for interviews to be held via video conferencing so that persons do not have face-to-face interaction;
- (l) Make its report available to the nominated person(s) as specified in paragraph 46.5.2; and
- (m) Give such directions or make arrangements as it sees fit to ensure that the conduct of its proceedings, recordings and its report are kept confidential and are not disseminated more widely than strictly required.

46.5.2 Where an employee has made a written request for a review under this Agreement, the Vice-Chancellor or the Senior Deputy Vice-Chancellor shall convene the Review Committee as soon as practicable from the date of receipt of such a review application. The Review Committee will report to the Senior Management Representative and the employee as soon as reasonably practicable, but within 28 working days of first meeting. The Vice-Chancellor or the Senior Deputy Vice-Chancellor may, on a written application from the Review Committee, grant the Committee an extension of time in which to report.

46.5.3 Members of the Committee are required to keep all matters pertaining to the evidence and its deliberations confidential. No persons except the members of the Committee and any person providing secretarial assistance to the Committee shall be present during its deliberations after submissions have been completed.

46.5.4 The Review Committee will report on its view as to whether:

- (a) There is sufficient evidence to uphold the recommendation of the Senior Management Representative or the decision of the University; and
- (b) The relevant procedure from paragraph 46.1.1 has been followed.

46.5.5 None of the steps or decisions taken by the Review Committee may be challenged by Clause 44 - Dispute Settling Procedures.

46.6 Operation of Dispute Committee

- 46.6.1 The Dispute Committee shall assess the meaning and application of this Agreement in relation to the matter in dispute;
- 46.6.2 The Dispute Committee shall attempt to resolve the matter by consensus, between the parties to the dispute, within 5 working days of its first meeting; and
- 46.6.3 The Dispute Committee shall report in writing to the Senior Management Representative as to whether the dispute has been resolved and whether the procedure outlined in paragraph 46.1.2 has been followed.

PART G – MANAGING UNSATISFACTORY PERFORMANCE AND MISCONDUCT

47. Unsatisfactory Performance

47.1 The procedures for dealing with unsatisfactory performance shall be as set out in Schedule C – Unsatisfactory Performance.

48. Misconduct

48.1 The procedures for dealing with misconduct and/or serious misconduct shall be as set out in Schedule D – Misconduct.

48.2 The procedures for dealing with misconduct will be the subject of a review during the life of the Agreement.

PART H – EMPLOYEE REPRESENTATION

49. Employee Representation

49.1 Where an employee covered by this Agreement requires assistance regarding their employment conditions, they may nominate a person to undertake representations to the University on their behalf. The nominated person may not be a practising solicitor or barrister.

50. Right of Entry for Employee Representatives

50.1 The University and employees will comply with the Right of Entry requirements of the Act.

PART I – CEASING EMPLOYMENT

51. Notice of Resignation or Retirement

- 51.1 Tenured, tenurable and fixed-term employees shall be required to give not less than 6 months' notice in writing, provided that the University can agree to a shorter period of notice.
- 51.2 Nothing in this Clause affects the right of the University to dismiss an employee for unsatisfactory performance or misconduct in accordance with Schedules C – Unsatisfactory Performance and/or D – Misconduct of this Agreement.

52. Termination of Employment and Disciplinary Action

- 52.1 Termination of employment at the initiative of the employer is governed exhaustively by Schedule C – Unsatisfactory Performance, Schedule D – Misconduct, Schedule E – Redundancy Provisions and Clause 53 – Termination of Employment on the Grounds of Ill Health.
- 52.2 All decisions to discipline or terminate the employment of an academic for reasons of unsatisfactory performance, misconduct, redundancy, termination on the grounds of ill health must be in accordance with this Clause except for a period of probationary employment, as set out in Schedule C – Unsatisfactory Performance. Disciplinary action may take one of several forms as defined in Schedule C – Unsatisfactory Performance and Schedule D – Misconduct and will be determined by a Senior Management Representative or the Vice-Chancellor as prescribed by these Schedules.
- 52.3 The University must not terminate the employment of an employee unless the academic has been given notice and/or compensation as required by section 117 of the Act provided that:
- 52.3.1 The University may terminate without notice the employment of an academic found to have engaged in conduct of a kind envisaged in section 1231(b) of the Act such that it would be unreasonable to require the University to continue employment during a period of notice; and
- 52.3.2 Greater notice and/or compensation specified in the employee's contract of employment or in this Agreement shall prevail over section 117 of the Act.
- 52.4 This Agreement is to be read in conjunction with Division 11 of the Act provided that an employee shall be entitled to the benefit of:
- 52.4.1 Any provision in this Agreement which is more favourable to the academic than any corresponding provision in the Act; or
- 52.4.2 Any procedural step required by the Agreement in addition to the required procedural steps of the Act.
- 52.5 Nothing in this Clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this Clause, would be competent to deal with the matter.
- 52.6 The provisions of this Clause shall not apply to casual employees.

53. Termination of Employment on the Grounds of Ill Health

- 53.1 The Vice-Chancellor may require, in writing, any employee 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.
- 53.2 The Vice-Chancellor shall provide the employee with reasonable written notice which shall be not less than 4 weeks save in exceptional circumstances that a medical examination is required. Where the employee elects to apply to the employee'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 53.1 shall lapse forthwith and no further action shall, subject to subclause 53.3, be taken by the Vice-Chancellor under this Clause.
- 53.3 Where the superannuation fund decides that the employee, 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 53.2.
- 53.4 A copy of the medical report made by the medical practitioner pursuant to subclause 53.1 shall be made available to the Vice-Chancellor and to the employee.
- 53.5 If the medical examination reveals that the employee 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 53.6, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or where no notice is specified a period of 6 months. Prior to taking action to terminate the employment of an employee, the Vice-Chancellor may offer the employee 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.
- 53.6 If within 14 days of the report being made available, the employee or where they choose their employee representative so requests, the Vice-Chancellor shall not terminate the employment of the staff member in accordance with subclause 54.5 hereof unless and until the findings of the report are confirmed by an independent specialist.
- 53.7 In making an assessment as to whether or not an employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this Clause shall as far as possible apply the similar standards as are required to undertake the work of an academic having regard to the operation of the employee's superannuation scheme.
- 53.8 Nothing in this Clause prevents an employee from accessing workers' compensation for work related injuries.
- 53.9 The Vice-Chancellor may construe a failure by an employee to undergo a medical examination in accordance with these procedures within a reasonable time after a written notification, which shall be not less than 2 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.
- 53.10 The provisions of this Clause shall not apply to casual employees.

PART J - OTHER MATTERS

54. Workplace Relations Training Leave

- 54.1 An employee with 12 months service, excluding a casual employee, who is involved in recognised workplace relations training activities, will be able to apply for up to a maximum of 37.5 hours of paid leave in a calendar year to attend accredited short courses, seminars or conferences as approved. An employee may access up to 75 hours in 1 calendar year where the total Workplace Relations Training Leave accessed in that calendar year combined with the total in the following calendar year is no more than 75 hours.
- 54.2 The University may approve Workplace Relations Training Leave for an employee with less than 12 months service, excluding a casual employee, where special circumstances exist.
- 54.3 Workplace Relations Training Leave will be paid at the ordinary rate of pay and will not include shift allowances, penalty rates or overtime. Any University Holiday or rostered day occurring during the leave will be treated as part of the leave and extra days off will not be approved.
- 54.4 Approval of Workplace Relations Training Leave by the University will be with consideration to the business needs of the work area which will not be unduly affected or inconvenienced.
- 54.5 An employee must apply for Workplace Relations Training Leave at least 4 weeks before the commencement date of the accredited short course, seminar or conference. Each application must include the subject, commencement date, length, venue and the organisation conducting the accredited short course, seminar or conference. The University may agree to a lesser period of notice.
- 54.6 The University will not be liable for the employee's expenses in attending the accredited short course, seminar or conference. The period of approved leave will, however, include any necessary travelling time in normal working hours immediately before or after the accredited short course, seminar or conference.

55. Leave to Attend Workplace Relations Matters

- 55.1 The University will approve paid leave during ordinary working hours to an employee who is:
- 55.1.1 Required to give evidence before any industrial tribunal;
- 55.1.2 An employee representative of Academic Staff and is required to attend:
- (a) Negotiations and/or conferences with the University;
 - (b) The relevant Consultative Committee meetings or working parties associated with these Committees; or
 - (c) Meetings preliminary to negotiations or industrial hearings, where the University provides prior agreement.
- 55.2 The University will approve leave to attend workplace relations matters:

- 55.2.1 Where an application for leave has been submitted with reasonable time in advance by the employee;
 - 55.2.2 For the minimum period required;
 - 55.2.3 For those employees whose attendance is essential; and
 - 55.2.4 When the operation of the University is not unduly affected or inconvenienced.
- 55.3 Leave to attend workplace relations matters will be approved at the employee's ordinary rate of pay and will include any necessary travelling time in normal working hours. The University will not be liable for any expenses associated with the employee attending the workplace relations matter.
- 55.4 Nothing in this Clause will diminish the existing arrangements relating to the approval of paid leave to attend workplace relations matters. Paid leave will not be approved to attend other workplace relations matters not set out in this Clause. This Clause does not apply to special arrangements where an employee takes unpaid leave to attend workplace relations matters.
- 55.5 The provisions of this Clause will not apply when an employee is absent from work without the approval of the Head.

PART K – EQUITY AND DIVERSITY

56. Anti-discrimination

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

57. Workplace Bullying

57.1 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.

57.2 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.

57.3 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.

57.4 The University encourages all employees to report workplace bullying.

58. Gender Pay Equity

58.1 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.

58.2 The University is also committed to ensuring an appropriate gender balance on its committees.

59. Family Friendly Workplace

59.1 The University recognises that employees have family responsibilities and is committed to providing a workplace that responds to the issues of combining work and family responsibilities whilst considering the overall business needs of the University. Family friendly provisions apply to both heterosexual and same sex relationships.

Signatories

Signed for and on behalf of
The University of Western Australia
Vice-Chancellor

Address

In the presence of

Date :

Signed for and on behalf of
The National Tertiary Education
Industry Union
.....

Address

In the presence of

Date :

SCHEDULE A - SALARIES AND CASUAL RATES

TABLE 1 - SALARIES

Level/Step	Current rates	\$ pa (0.75%) Effective first pay period after lodgement	\$ pa (3.0%) Effective 21/9/14	\$ pa (3.0%) Effective 20/9/15	\$ pa (3.25%) Effective 18/9/16
Level A					
Point 1	61,029	61,487	63,332	65,232	67,352
Point 2	64,513	64,997	66,947	68,955	71,196
Point 3	68,001	68,511	70,566	72,683	75,045
Point 4	71,486	72,022	74,183	76,408	78,891
Point 5	74,324	74,881	77,127	79,441	82,023
Point 6	77,153	77,732	80,064	82,466	85,146
Point 7	79,988	80,588	83,006	85,496	88,275
Point 8*	82,818	83,439	85,942	88,520	91,397
Level B					
Point 1	87,179	87,833	90,468	93,182	96,210
Point 2	90,451	91,129	93,863	96,679	99,821
Point 3	93,717	94,420	97,253	100,171	103,427
Point 4	96,987	97,714	100,645	103,664	107,033
Point 5	100,255	101,007	104,037	107,158	110,641
Point 6	103,526	104,302	107,431	110,654	114,250
Level C					
Point 1	106,793	107,594	110,822	114,147	117,857
Point 2	110,062	110,887	114,214	117,640	121,463
Point 3	113,332	114,182	117,607	121,135	125,072
Point 4	116,603	117,478	121,002	124,632	128,683
Point 5	119,869	120,768	124,391	128,123	132,287
Point 6	123,142	124,066	127,788	131,622	135,900
Level D					
Point 1	128,589	129,553	133,440	137,443	141,910
Point 2	132,948	133,945	137,963	142,102	146,720
Point 3	137,308	138,338	142,488	146,763	151,533
Point 4	141,667	142,730	147,012	151,422	156,343
Level E					
Point 1	165,644	166,886	171,893	177,050	182,804

The following titles may be used at the classification Levels A-E

Classification	Current Titles (introduced 2009)		Old Titles	
Level A	Lecturer	Research Associate	Associate Lecturer	Research Associate
Level B	Assistant Professor	Research Assistant Professor	Lecturer	Research Fellow
Level C	Associate Professor	Research Associate Professor	Senior Lecturer	Senior Research Fellow
Level D	Professor (P1)	Research Professor	Associate Professor	Principal Research Fellow
Level E	Winthrop Professor	Winthrop Research Professor	Professor	Senior Principal Research Fellow

TABLE 2 - CASUAL RATES

1. Calculation of Casual Rates

1.1 The minimum salaries paid to casual employees shall be at the rates provided in this Schedule. These rates are derived from three base rates calculated using the following formulae:

(A) Lecturing rate and higher marking rate: the base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale, and calculated as follows:

$$\frac{\text{Level B Step 2 Annual } \$/52}{37.5} + 25\% = \text{Casual Hourly Rate}$$

(B) Rate applicable to performance of other duties involving full subject co-ordination or possession of a relevant doctoral qualification: the base rate applicable where the duties include full subject co-ordination or employees possess a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale, and calculated as follows:

$$\frac{\text{Level A Step 6 Annual } \$/52}{37.5} + 25\% = \text{Casual Hourly Rate}$$

(C) Rate applicable to all other duties: the base rate applicable to all other duties including tutoring rates not covered by paragraph (B) above is determined by reference to the second step of the full-time Level A scale, and calculated as follows:

$$\frac{\text{Level A Step 2 Annual } \$/52}{37.5} + 25\% = \text{Casual Hourly Rate}$$

1.2 The casual loading is 25%.

1.3 The applications of the above formulae to the casual rates are represented on the table below.

	Effective first pay period after lodgement (0.75%)	Casual Rate	21 Sept 2014 (3.0%)	Casual Rate	20 Sept 2015 (3.0%)	Casual Rate	18 Sept 2016 (3.25%)	Casual Rate
	\$	\$	\$	\$	\$	\$	\$	\$
(A) Level B Step 2 /Lecturing & higher marking rate	\$91,129	\$58.42	\$93,863	\$60.17	\$96,679	\$61.97	\$99,821	\$63.99
(B) Level A Step 6 /Rate full subject co-ord or PhD	\$77,732	\$49.83	\$80,064	\$51.32	\$82,466	\$52.86	\$85,146	\$54.58
(C) Level A Step 2 /All other duties rate	\$64,997	\$41.66	\$66,947	\$42.91	\$68,955	\$44.20	\$71,196	\$45.64

2. Lecturing

- 2.1 A casual employee required to deliver a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking performed during a lecture and student consultation shall be paid at a rate for each hour of lecture delivered, according to the following formulae:
- 2.1.1 Basic lecture (1 hour of delivery and 2 hours associated working time) (*previously a normal lecture*);
 - 2.1.2 Repeat lecture (1 hour of delivery and 1 hour associated working time);
 - 2.1.3 Developed lecture (1 hour of delivery and 3 hours associated working time) (*previously a lecture requiring significant responsibility for planning and developing*); and
 - 2.1.4 Specialised lecture (1 hour of delivery and 4 hours associated working time) (*previously a lecture by a distinguished person*).
- 2.2 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days, and any marking performed during the lecture and student consultation.
- 2.3 For the purposes of this subclause, the term "lecture" means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

3. Tutoring

- 3.1 A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking performed during a tutorial and student consultation, shall be paid at a rate for each hour of tutorial delivered or presented, according to the following table:
- 3.1.1 Tutorial (1 hour of delivery and 2 hours associated working time);
 - 3.1.2 Repeat tutorial (1 hour of delivery and 1 hour associated working time);
 - 3.1.3 Minimum salary per hour of tutorial delivered by an employee with a relevant doctoral Qualification - Tutorial (1 hour of delivery and 2 hours associated working time); and
 - 3.1.4 Minimum salary per hour of tutorial delivered by an employee with a relevant doctoral Qualification Repeat tutorial (1 hour of delivery and 1 hour associated working time).
- 3.2 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days, and any marking performed during the tutorial and student consultation.
- 3.3 For the purposes of this subclause, the term "tutorial" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

4. Musical Accompanying with Special Educational Services

- 4.1 For musical accompanying, the casual employee shall be paid for each hour of accompanying, as well as for 1 hour of preparation time for each hour of accompanying delivered.
- 4.2 For the purposes of this subclause, the term "musical accompanying with special educational service" means the provision of musical accompaniment to 1 or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concern accompanying, vocal coaching or musical directing.
- 4.3 Minimum salary per hour of musical accompanying - Musical accompanying (1 hour of delivery and 1 hour preparation time); and
- 4.4 Minimum salary per hour of musical accompanying by an employee with a relevant doctoral qualification - Musical accompanying (1 hour of delivery and 1 hour preparation time).

5. Marking

- 5.1 All marking, other than marking which is required to be performed during a lecture, tutorial or other teaching activity, will be paid for at the prescribed marking rate.
- 5.2 Marking is divided into four (4) categories. These are simple marking, standard marking and marking as a supervising examiner, or marking requiring a significant exercise of academic judgment:
 - 5.2.1 Minimum salary per hour of marking - Simple marking such as multiple choice examinations;
 - 5.2.2 Minimum salary per hour of marking - Standard marking (*previously routine marking*);
 - 5.2.3 Minimum salary per hour of marking - Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status (*previously marking requiring significant academic judgment usually as a supervising examiner*); and
 - 5.2.4 Minimum salary per hour of marking by an employee with a relevant doctoral qualification - Standard marking (*previously routine marking*).

6. Other Required Academic Activity (including Demonstrations)

- 6.1 A casual employee required to perform any other required academic activity as defined below shall be paid at the hourly rate as defined in C and B above, if they hold a relevant doctoral qualification or are required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.
- 6.2 For the purposes of this subclause, "other required academic activity" shall include work that a person, acting as or on behalf of the employer of a part-time (non-fractional) employee, requires the employee to perform and that is performed in accordance with any such requirement, being work of the following nature:
 - 6.2.1 The conduct of practical classes, demonstrations, workshops, student field excursions;
 - 6.2.2 The conduct of clinical sessions other than clinical nurse education;
 - 6.2.3 The conduct of performance and visual art studio sessions;

- 6.2.4 Musical coaching, repeteurship, and musical accompanying other than with special educational service;
 - 6.2.5 Development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - 6.2.6 Consultation with students;
 - 6.2.7 Supervision;
 - 6.2.8 Attendance at school/section and or faculty meetings as required; and
 - 6.2.9 Academic research
- 6.3 For the purposes of this subclause “other required academic activity” does not include marking that has to be completed after the delivery and as a consequence of conducting practical classes, demonstrations, workshops or student field excursions. This is to be paid as “marking”. Marking completed during the conducting of practical classes, demonstrations, workshops or student field excursions is included in the hourly rate for “other academic activity”.
- 6.4 Minimum Salary per hour - Other Required Academic Activity.
- 6.5 Minimum Salary per hour - Delivered by an employee with a relevant Doctoral qualification - Other Required Academic Activity.

7. Other University of Western Australia Rates

- 7.1 A number of areas within the University have their own casual rates of pay for performing specific functions. Based on the existing formula and having regard for the new rates the following rates will apply:

8. Language Studies - Conversation Courses

- 8.1 Casual conversation rate by an employee without a relevant Doctoral qualification (casual demonstration rate);
- 8.2 Casual conversation rate by an employee with a relevant Doctoral qualification (casual demonstration rate);
- 8.3 Repeat conversation rate by an employee without a relevant Doctoral qualification; and
- 8.4 Repeat conversation rate by an employee with a relevant Doctoral qualification.

9. School of Architecture and Fine Arts

- 9.1 Tutorials – Assistant;
- 9.2 Demonstrations: Recent graduate (delivered by an employee with honours);
- 9.3 Demonstrations Current student (without an honours degree); and
- 9.4 Demonstrations Recent Graduate (with relevant doctoral qualification).

10. School of Psychology - Laboratory Tutorial/Demonstration

- 10.1 Original by an employee without a relevant Doctoral qualification (Half original tutorial plus half casual demonstration rate);
- 10.2 Repeat by an employee without a relevant Doctoral qualification (Half repeat tutorial rate plus half casual demonstration rate);
- 10.3 Original by an employee with a relevant Doctoral qualification (Half original tutorial plus half casual demonstration rate);
- 10.4 Repeat by an employee with a relevant Doctoral qualification (Half repeat tutorial rate plus half casual demonstration rate);
- 10.5 Practical instruction/assessment for Psychology 410 by an employee without a relevant Doctoral qualification (Repeat tutorial rate by an employee without a relevant Doctoral qualification); and
- 10.6 Practical instruction/assessment for Psychology 410 by an employee with a relevant Doctoral qualification (Repeat tutorial rate by an employee with a relevant Doctoral qualification).

11. School of Sports Science, Exercise and Health

- 11.1 Original professional instruction by an employee without a relevant Doctoral qualification (half basic lecturing rate plus half casual demonstration rate);
- 11.2 Original professional instruction by an employee with a relevant Doctoral qualification (half basic lecturing rate plus half casual demonstration rate);
- 11.3 Repeat professional instruction by (half repeat lecture rate plus half casual demonstration rate by an employee without a relevant Doctoral qualification);
- 11.4 Repeat professional instruction (half repeat lecture rate plus half casual demonstration rate by an employee with a relevant Doctoral qualification);
- 11.5 Laboratory tutorial/demonstration rate by an employee without a relevant Doctoral qualification (half original tutorial plus half casual demonstration rate); and
- 11.6 Laboratory tutorial/demonstration rate by an employee with a relevant Doctoral qualification (half original tutorial plus half casual demonstration rate).

12. School of Music

- 12.1 Practical instruction by an employee without a relevant Doctoral qualification (Half basic lecturing rate plus half casual demonstration rate); and
- 12.2 Practical instruction by an employee with a relevant Doctoral qualification (Half basic lecturing rate plus half casual demonstration rate).

13. School of Anatomy, Physiology and Human Biology

- 13.1 Demonstration by medically qualified persons without relevant Doctoral qualification (2 hours at casual demonstration rate); and
- 13.2 Demonstration by medically qualified persons with relevant Doctoral qualification (2 hours at casual demonstration rate).

14. School of Indigenous Studies

- 14.1 Tutor rates (DET rate). As determined by DET from time to time.

15. Salary Increases – Casuals

- 15.1 As provided at Clause 17 – Salary Increases the rates detailed above will be varied to reflect:
- 15.1.1 The 0.75% salary increase payable at the commencement of the first pay period after lodgement of the Agreement.
- 15.1.2 The 3.0% salary increase payable at the commencement of the first pay period in September 2014.
- 15.1.3 The 3.0% salary increase payable at the commencement of the first pay period in September 2015
- 15.1.4 The 3.25% salary increase payable at the commencement of the first pay period in September 2016.

No.	Casual Rates Clause Number	Task	\$ Effective beginning of first pay period after lodgement 0.75% (incl 25% loading)	\$ Effective 21/9/14 3.0% (incl 25% loading)	\$ Effective 20/9/15 3.0% (incl 25% loading)	\$ Effective 18/9/16 3.25% (incl 25% loading)
1		Lecturing				
	2.2	Basic lecture	\$175.25	\$180.51	\$185.92	\$191.96
	2.3	Repeat lecture	\$116.83	\$120.34	\$123.95	\$127.98
	2.4	Developed lecture	\$233.66	\$240.67	\$247.89	\$255.95
	2.5	Specialised lecture	\$292.08	\$300.84	\$309.87	\$319.94
2		Tutoring				
	3.2	Tutorial	\$124.99	\$128.74	\$132.61	\$136.92
	3.3	Repeat Tutorial	\$83.33	\$85.83	\$88.40	\$91.28
	3.4	Tutorial by PhD	\$149.48	\$153.97	\$158.59	\$163.74
	3.5	Repeat Tutorial by PhD	\$99.66	\$102.65	\$105.73	\$109.16
3		Musical accompanying with special educational services				
	4.3	Musical accompanying	\$83.33	\$85.83	\$88.40	\$91.28
	4.4	Musical accompanying PhD	\$99.66	\$102.65	\$105.73	\$109.16

No.	Casual Rates Clause Number	Task	\$ Effective beginning of first pay period after lodgement 0.75% (incl 25% loading)	\$ Effective 21/9/14 3.0% (incl 25% loading)	\$ Effective 20/9/15 3.0% (incl 25% loading)	\$ Effective 18/9/16 3.25% (incl 25% loading)
4		Marking				
	5.2	Simple marking	\$38.59	\$39.74	\$40.94	\$42.27
	5.3	Standard marking	\$41.66	\$42.91	\$44.19	\$45.63
	5.4	Marking with judgement	\$58.36	\$60.11	\$61.92	\$63.93
	5.5	Marking with PhD	\$46.01	\$47.39	\$48.81	\$50.40
5		Other required academic activity				
	6.4	ORAA	\$41.66	\$42.91	\$44.20	\$45.64
	6.5	ORAA with PhD	\$49.83	\$51.32	\$52.86	\$54.58
6		Language studies – Conversation Courses				
	8.1	Casual conversation	\$41.66	\$42.91	\$44.20	\$45.64
	8.2	Casual conversation with PhD	\$49.83	\$51.32	\$52.86	\$54.58
	8.3	Repeat	\$27.78	\$28.61	\$29.47	\$30.43
	8.4	Repeat with PhD	\$33.22	\$34.22	\$35.24	\$36.39
7		School of Architecture & Fine Arts				
	9.1	Tutorials – Assistant	\$86.78	\$89.38	\$92.06	\$95.05
	9.2	Demonstration – recent graduate	\$45.07	\$46.43	\$47.82	\$49.37
	9.3	Demonstration – current student	\$41.72	\$42.98	\$44.26	\$45.70
	9.4	Demonstration – recent graduate	\$46.00	\$47.38	\$48.80	\$50.39

No.	Casual Rates Clause Number	Task	\$ Effective beginning of first pay period after lodgement 0.75% (incl 25% loading)	\$ Effective 21/9/14 3.0% (incl 25% loading)	\$ Effective 20/9/15 3.0% (incl 25% loading)	\$ Effective 18/9/16 3.25% (incl 25% loading)
8		Psychology – Laboratory Tutorial/Demonstration				
	10.1	Original	\$83.33	\$85.83	\$88.40	\$91.28
	10.2	Repeat	\$62.50	\$64.37	\$66.30	\$68.46
	10.3	Original with PhD	\$99.66	\$102.65	\$105.73	\$109.16
	10.4	Repeat with PhD	\$74.74	\$76.98	\$79.29	\$81.87
	10.5	Practical for 410	\$83.33	\$85.83	\$88.40	\$91.28
	10.6	Practical for 410 with PhD	\$99.66	\$102.65	\$105.73	\$109.16
9		Sports Science, Exercise and Health				
	11.1	Original instruction	\$108.46	\$111.71	\$115.06	\$118.80
	11.2	Original instruction with PhD	\$112.54	\$115.91	\$119.39	\$123.27
	11.3	Repeat instruction	\$79.25	\$81.63	\$84.07	\$86.81
	11.4	Repeat instruction with PhD	\$83.33	\$85.83	\$88.41	\$91.28
	11.5	Tutorial/Demonstration	\$83.33	\$85.83	\$88.40	\$91.28
	11.6	Tutorial/Demonstration with PhD	\$99.66	\$102.65	\$105.73	\$109.16
10		School of Music				
	12.1	Practical instruction	\$108.46	\$111.71	\$115.06	\$118.80
	12.2	Practical instruction with PhD	\$112.54	\$115.91	\$119.39	\$123.27
11		Anatomy & Human Biology				
	13.1	Demonstration	\$83.33	\$85.83	\$88.40	\$91.28
	13.2	Demonstration with PhD	\$99.66	\$102.65	\$105.73	\$109.16

SCHEDULE B - FIXED-TERM EMPLOYMENT

1. "Fixed-term employment" means

"Fixed-term employment" means employment for a specified term or ascertainable period. The letter of appointment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specified task or project, upon the occurrence of which the term of employment shall expire). A fixed-term contract can only be terminated by the employer under the following circumstances:

- during a probationary period; or
- for cause based upon serious or wilful misconduct; or
- unsatisfactory performance.

2. Fixed-term employment will be subject to

Fixed-term employment will be subject to probation as set out in Clause 11 - Contract of Service. 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.

3. A fixed-term contract employee who is successful in attaining tenurable status

A fixed-term contract employee who is successful in attaining tenurable status may be subject to a period of probation and review in accordance with Clause 11 - Contract of Service.

4. Any second or subsequent fixed-term contract which does not follow a substantial break in service

Any second or subsequent fixed-term contract which does not follow a substantial break in service with the University shall not contain a probationary period of service unless involving significantly different duties and/or discipline.

5. "Comparable Alternative Employment"

"Comparable Alternative Employment" shall mean employment which provides the employee with overall conditions and salary comparable to existing conditions and salary. Comparable alternative employment may be within the University or with another employer who has recognised links with The University of Western Australia.

6. The use of "fixed-term employment"

The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

6.1 Specified task or project

"Specified task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.

6.2 Research

"Research" means a defined work activity by an employee engaged on research only functions for a contract period not exceeding five years.

6.3 External funding

"External funding" shall mean identifiable funding external to the University not being funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.

6.4 Replacement Employee

"Replacement Employee" means an employee engaged for the purpose of replacing, an employee on leave, acting or seconded to duties away from his/her usual area of employment.

6.5 Recent professional practice required

Where there is a genuine curriculum requirement that a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.

6.6 Pre-retirement contract

Where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

6.7 Student

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

6.7.1 the period of employment does not extend beyond the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing post graduate work or is awaiting results; and

6.7.2 the employment is in an area relating to the area of study.

6.8 Employment under the University's Teaching Internship Scheme qualifies under this category of fixed-term contract.

6.9 Innovation or Reorganisation

Where the University or some portion of the University is undergoing or is about to undergo major organisational change, including the development and implementation of a new course or sudden and unanticipated increase in student enrolments a fixed-term contract can be used, with prior agreement between the parties.

6.10 Disestablished Area

"Disestablished Area" means an identifiable work unit performing a function of functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Where a final decision has been made to disestablish part or all of an organisational unit, staff may be employed on a fixed-term contract of length equivalent to the length of the phase-out of the unit.

Should the proposed phase out time extend, the incumbent shall be offered the further work for that period.

6.11 Fill a vacancy on a temporary basis

An employee may be employed on a fixed-term basis for a limited period of up to 12 months (with the possibility of an extension for a further period as agreed between the parties) to replace a staff member who has resigned or retired, where the position is pending advertisement and appointment or for a new position.

Fixed-term employment under this category does not have to be at the same level as the position pending advertisement.

6.12 Senior Academic Management Positions

Academic staff who are employed in senior academic management positions at a base salary level of 120% above the salary level of Level E for a period of up to 5 years.

7. A fixed-term employee who has completed at least 12 months continuous service

A fixed-term employee who has completed at least 12 months continuous service, who is on a second/subsequent fixed-term contract and who was employed through a competitive selection process may apply for conversion to ongoing employment on the same salary and classification. The University may refuse conversion on reasonable grounds which may include but are not limited to the following:

- 7.1 The fixed-term appointment is for a specific task or project;
- 7.2 The fixed-term appointment is to perform work identifiably funded by an external grant;
- 7.3 The fixed-term appointment is for research only work;
- 7.4 The fixed-term appointment is for the purpose of replacing an employee on leave, acting or seconded to duties away from his/her usual area of employment;
- 7.5 The fixed-term appointment is for the purpose of meeting a curriculum requirement for recent professional or commercial experience;
- 7.6 The employee elected to change from ongoing employment to a pre-retirement contract;
- 7.7 The employee is a student of the University at the time of engagement on a fixed-term basis;
- 7.8 The fixed-term appointment is due to uncertainty over future requirements;
- 7.9 The fixed-term appointment is due to innovation or reorganisation that is likely to lead to organisational change and the University no longer requires the work to be performed;
- 7.10 The fixed-term contract is due to the disestablishment of part or all of an organisational unit, and the disestablishment has taken effect;
- 7.11 The fixed-term appointment is for the purpose of filling a temporary vacancy; or
- 7.12 The fixed-term appointment is for a Senior Academic Management position.

8. Notice

8.1 The University shall provide to a fixed-term employee written notice of the University's intention to renew, or not to renew employment with the University or to provide comparable employment upon the expiry of the employment contract.

8.2 Notice shall be provided at the earliest possible time, but shall be no less than:

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

8.3 Where, because of circumstances relating to the provision of specific funding to support employment, external to the employer and beyond its control, the employer is not reasonably able to give the notice required by this subclause, it shall be sufficient compliance with this subclause if the employer:

- 8.3.1 Advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
- 8.3.2 Gives notice to the employee at the earliest practicable date thereafter.

9. Offer of further employment

9.1 Where the University has made a decision to continue a position or continue a position with the same or substantially similar duties, the incumbent will be offered further employment in that position. An offer of further employment is made subject to:

9.1.1 the incumbent was employed through a competitive and open selection process; and

9.1.2 the incumbent has performed satisfactorily in the position.

10. Severance pay

10.1 Severance pay shall be payable, as outlined below, where:

10.1.1 the University has made a determination in accordance with Clause 8 of this schedule, and

10.1.2 the staff member seeks to continue employment, and

10.1.3 the staff member has been employed on a second or subsequent fixed-term contract, and

10.1.4 the staff member is employed for the circumstance of:

- Innovation or Reorganisation, or
- Disestablished area; or
- Recent Professional Practice required.

The following severance is payable

Length of continuous service	Severance Pay
3 years or more but less than 4 years	4 weeks' pay
4 years or more but less than 5 years	5 weeks' pay
5 years or more but less than 6 years	6 weeks' pay
6 years or more but less than 7 years	7 weeks' pay
7 years or more but less than 8 years	7 weeks' pay
8 years or more but less than 9 years	8 weeks' pay
9 years or more but less than 10 years	9 weeks' pay
10 years and over	12 weeks' pay

10.2 Where severance pay is payable under subclause 10.1, a staff member with 5 or more years of continuous service shall also be entitled to payment in lieu of long service leave calculated at the rate of 1.3 weeks per year of service.

10.3 Severance is not payable under the following circumstances of fixed-term employment:

- Replacement employee, or
- pre-retirement contract, or
- student, or
- fill a vacancy on a temporary basis, or
- senior academic management positions.

10.4 Severance pay – Specific Task or project and research or externally funded contracts

A fixed-term contract employee employed on a contract for a:

- specific task or project; or
- research; or
- external funding.

who has not secured comparable alternative employment at the expiry of their contract because:

10.4.1 the same or substantially similar duties are not required by the University, or

10.4.2 the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties

shall be entitled to the following amount of severance pay in respect of a period of continuous service:

Length of continuous service	Severance Pay
More than 1 year and up to and including 2 years	4 weeks' pay
More than 2 years and up to and including 3 years	6 weeks' pay
More than 3 years and up to and including 4 years	7 weeks' pay
More than 4 years	8 weeks' pay

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

11. Continuous service

11.1 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.

11.2 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 C - UNSATISFACTORY PERFORMANCE

1. Definitions

- 1.1 "Disciplinary action" means action by the University to discipline an employee for unsatisfactory performance, and is limited to:
- 1.1.1 Counselling;
 - 1.1.2 Formal censure;
 - 1.1.3 Withholding of an increment;
 - 1.1.4 Demotion by one or more classification levels or increments;
 - 1.1.5 Suspension with or without pay; or
 - 1.1.6 Termination of employment.
- 1.2 "Academic supervisor" means the head of the academic unit in which the employee is employed, provided that the Senior Deputy Vice-Chancellor or Dean may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics.
- 1.3 The procedures in this Clause do not apply to any action in relation to unsatisfactory performance during a probation period, or to annulment of employment during a probationary period.

2. Process for Managing Unsatisfactory Performance

2.1 Step One - Resolution at local level by the Academic Supervisor

- 2.1.1 An academic supervisor must make every effort to resolve unsatisfactory performance through guidance, counselling, appropriate academic staff development, and/or appropriate work allocation before a report is made to the Senior Deputy Vice-Chancellor.
- 2.1.2 Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor shall first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected. The employee may request that his/her supervisor seek the view of specific colleagues. A written record of the counsel given shall be kept and a copy supplied to the employee concerned. If the supervisor believes that it is appropriate, he/she may direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.

During this step the employee may be assisted by an employee representative.

2.2 Step Two - Non improvement of performance and written report

- 2.2.1 Where a supervisor believes that counselling or where appropriate development and guidance has not produced the desired improvements in performance (within a reasonable timeframe), the supervisor may make a formal written report to the Senior Deputy Vice-Chancellor that the performance of the employee is unsatisfactory. Such a report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem(s).

2.3 Step Three - Right of Reply to Report

- 2.3.1 The supervisor shall provide the employee with a copy of the report at the time it is submitted to the Senior Deputy Vice-Chancellor. The employee shall be entitled to 10 working days to submit to the Senior Deputy Vice-Chancellor a written response to the supervisor's report.

2.4 Step Four - Allocation to Senior Management Representative, assessment and response

- 2.4.1 Upon receipt of the supervisor's report and any written response from the employee, the Senior Deputy Vice-Chancellor is to determine which Senior Management Representative is to deal with the matter. The supervisor and employee will be advised in writing who is dealing with the matter.
- 2.4.2 The Senior Management Representative shall first review the employee's personal file and then satisfy himself/herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention, that an adequate opportunity to respond was given, that any response was taken into account, that a reasonable opportunity has been afforded to remedy the performance problem and that there has been appropriate consultation with the employee's colleagues by the supervisor, where appropriate.
- 2.4.3 The Senior Management Representative may then:
- (a) Take no further action and advise the employee in writing of this. With the agreement of the employee, this decision may be published in an appropriate manner; or
 - (b) Refer the matter back to the supervisor with a recommendation for further action to be undertaken to attempt to resolve the matter; or
 - (c) Discipline the employee in accordance with subclause 1.1.1 – 1.1.2; or
 - (d) Recommend to the Senior Deputy Vice-Chancellor or his/her nominee that Disciplinary Action in accordance with subclause 1.1.3 – 1.1.6 is appropriate.
 - (e) The Senior Management Representative will advise the supervisor and employee in writing of his/her decision.

2.5 Step Five - Disciplinary Action

- 2.5.1 Where the Senior Management Representative recommends disciplinary action in accordance with subclause 1.1.3 to 1.1.6, the employee has up to 5 working days to request that the matter be referred to a Review Committee established in accordance with Clause 46 – Review and Dispute Committees of this Agreement.

Where the employee does not elect to have the matter referred to a Review Committee the Vice-Chancellor or Senior Deputy Vice-Chancellor will consider the recommendation of the Senior Management Representative and advise the employee in writing of any decision, such decision to take effect no earlier than 5 working days from the date of the Vice-Chancellor's letter.

2.6 Step Six - The Review Committee

- 2.6.1 Where the matter is referred to a Review Committee established in accordance with Clause 46 – Review and Dispute Committees of this Agreement, the Review Committee shall report its findings in writing to the Vice-Chancellor or the Senior Deputy Vice-Chancellor and the employee as expeditiously as possible but no later than 28 days from the date of the Review Committee being established.

2.7 Step Seven- The Review Committee Report

2.7.1 The Review Committee will provide a written report to the employee and the Vice-Chancellor or the Senior Deputy Vice-Chancellor in accordance with paragraph 47.5.4.

2.8 Step Eight - Actions by Vice-Chancellor or Senior Deputy Vice-Chancellor following Review Committee Report

Following consideration of the Review Committee Report the Vice-Chancellor or Senior Deputy Vice-Chancellor will advise the employee, in writing:

- (a) That he/she is satisfied that there has been no unsatisfactory performance; or
- (b) Which disciplinary action he/she considers appropriate and how it will be enforced.

The Vice-Chancellor or Senior Deputy Vice-Chancellor will advise the employee in writing of his/her decision, which decision will take effect no earlier than 5 working days from the date of the Vice-Chancellor's letter.

A decision to terminate an employee's employment may only be made by the Vice-Chancellor.

If the discipline imposed is to be by way of counselling and/or formal censure, the employee is prohibited from requesting a review of this decision.

SCHEDULE D – MISCONDUCT

1. Definitions

- 1.1 "Disciplinary action" means action by the University to discipline an employee for misconduct or serious misconduct and is limited to:
- 1.1.1 Counselling;
 - 1.1.2 Formal censure;
 - 1.1.3 Withholding of an increment;
 - 1.1.4 Demotion by one or more classification levels or increments;
 - 1.1.5 Suspension with or without pay; or
 - 1.1.6 Termination of employment.
- 1.2 "Misconduct" shall mean:
- 1.2.1 Wilful conduct by an employee which is unsatisfactory;
- 1.3 "Serious misconduct" shall mean:
- 1.3.1 Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an academic's colleagues carrying out their duties;
 - 1.3.2 Serious dereliction of the duties required of the academic office;
 - 1.3.3 Conviction by a court for an offence which constitutes an impediment to the carrying out of an employee's duties;
 - 1.3.4 Serious misbehaviour or dereliction of duty in the performance of a role within an institution which has recognised formal links to the University where such a role is undertaken as a result of the employee's appointment to the staff of the University.
- 1.4 Examples of "serious misconduct" include theft, fraud, misappropriation of funds, assault, serious bullying or harassment (including sexual harassment); wilfully disobeying a regulation, order, or lawful instruction made or given, or repeated actions of misconduct.

2. Process for Dealing with Misconduct/Serious Misconduct

- 2.1 Disciplinary action should normally be used as a last resort. An allegation(s) of misconduct should, where practical and reasonable, be resolved by the academic supervisor through guidance, counselling, conciliation, or other appropriate action that may include staff development.
- 2.2 Where it is inappropriate or there is an inability to resolve, an allegation of misconduct in accordance with subclause 2.1 then the allegation shall be reported (in writing) to the Vice-Chancellor or Senior Deputy Vice-Chancellor. The report shall provide information about the nature and details of the misconduct allegation(s), and any steps taken to resolve the issue.

3. Allegations Which Warrant Investigation

- 3.1 Subject to Clause 2 above - any allegation/s of misconduct will be reported (in writing), to the Senior Deputy Vice-Chancellor who shall determine if the allegation/s warrants further investigation.

- 3.2 If further investigation is considered warranted, the Senior Deputy Vice-Chancellor shall determine which Senior Management Representative is to deal with the matter and the employee subject to the allegations will be advised in writing who is dealing with it.

4. Allegations Which Do Not Warrant Immediate Investigation

- 4.1 The Senior Management Representative may refer a matter of alleged misconduct back to the employee's supervisor or other appropriate person to attempt to resolve the matter through guidance, counselling, conciliation or appropriate staff development or appropriate work allocation.

5. Suspension

- 5.1 If a report of an allegation of serious misconduct is such that it would be unreasonable for the University to continue the employment of the employee, the Vice-Chancellor or Senior Deputy Vice-Chancellor may suspend the employee about whom an allegation(s) has been made on full pay, or without pay taking the following provisions into account:
- 5.1.1 Where suspension without pay occurs at a time when the employee is on paid leave of absence the employee shall continue to receive a salary for the period of leave of absence;
 - 5.1.2 The employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
 - 5.1.3 The Senior Deputy Vice-Chancellor or the Vice-Chancellor may at any time direct that salary be reinstated on the ground of hardship, if the employee makes a written request in this regard;
 - 5.1.4 On referral to the Review Committee, the Vice-Chancellor or Senior Deputy Vice-Chancellor shall ensure that a Review Committee at its first meeting with the employee and the University's representative consider whether suspension without pay should continue and that the Committee shall make a recommendation in this regard. The Vice-Chancellor or Senior Deputy Vice-Chancellor shall consider the Review Committee's recommendation prior to making a determination.
- 5.2 Where the University considers suspending an employee with or without pay, the employee will be advised in writing and given 5 working days to respond in writing or in person. The matter of suspension will then be considered and determined. Following determination or where there is no response from the employee within 5 days, the decision will be confirmed in writing.
- 5.3 During any period of suspension the employee may be excluded from the University and its facilities or workplace, provided that he/she shall be permitted reasonable access for the preparation of his/her case and to collect personal property.
- 5.4 Where an employee has been suspended without pay, then any lost income shall be reimbursed if there is found to be no misconduct.
- 5.5 A decision taken by the Vice-Chancellor not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.

6. Investigation and Review

6.1 Investigation

- 6.1.1 Where the University becomes aware of conduct by an employee that may constitute misconduct or serious misconduct, a report must be made to the Vice-Chancellor or Senior Deputy Vice-Chancellor providing information about the nature and details of the misconduct allegation, and any steps taken to resolve the issue. Where the Senior Management Representative in receipt of the report believes the allegation, if proven, would constitute misconduct or serious misconduct, the Senior Management Representative may commission an investigation.
- 6.1.2 Where an investigation has been commissioned in accordance with paragraph 6.1.1, the employee shall be advised (in writing) of the investigation and be given the opportunity to be heard and/or submit a written statement.
- 6.1.3 Where an investigation has been conducted (other than as provided for in paragraph 6.1.1 but nonetheless in accordance with University Policy), then that investigation and any report resulting from that investigation may constitute the investigation for the purposes of paragraph 6.1.1.
- 6.1.4 At the written request of the employee, the investigation shall also take into account any further evidence provided by the employee.
- 6.1.5 At the conclusion of the investigation, an investigation report shall be prepared including:
- (a) detail of the alleged misconduct;
 - (b) detail of the facts;
 - (c) an outline of any evidence and documents relied on;
 - (d) conclusions reached on the evidence provided; and
 - (e) Any mitigating circumstances.
- 6.1.6 A copy of the completed investigation report shall be provided to the Senior Management Representative and the employee. The employee may comment on the report in writing within 5 working days of its receipt.

6.2 Referral of the investigation report to the Senior Management Representative

- 6.2.1 On receipt of the investigation report and employee's response, the Senior Management Representative may:
- (a) Take no further action; or
 - (b) Require further investigation in which case the employee will be advised of this and be given the opportunity to be heard and/or provide further written comment to the person conducting the investigation. In this case, no further action will be taken until the Senior Management Representative has received a further report and the employee's comments on that report; or
 - (c) Accept the report in part or full and recommend to the Vice-Chancellor or Senior Deputy Vice-Chancellor that disciplinary action be imposed.

6.3 Review of report and the recommendation of the Senior Management Representative

- 6.3.1 Written notification of any recommendation by a Senior Management Representative that disciplinary action be taken shall be provided to the employee.
- 6.3.2 Subject to paragraph 6.3.3, within 5 working days of receipt of such advice an employee may apply in writing for a review of the recommendation by the Review Committee as per Clause 46 – Review and Dispute Committees of this Agreement.
- 6.3.3 If the disciplinary action to be imposed is to be by way of counselling and/or formal censure, the employee cannot request a review of this decision.
- 6.3.4 In seeking a review pursuant to paragraph 6.3.2 above, the employee must state the grounds upon which they are seeking a review. The grounds for review must be based on the findings of the investigation report and subsequent recommendation and be submitted to the Senior Management Representative.
- 6.3.5 Where an employee seeks a review of the recommendation, the Senior Management Representative shall forward all relevant paperwork to the Vice-Chancellor or Senior Deputy Vice-Chancellor. On receipt of the report of the Review Committee, the Vice-Chancellor or Senior Deputy Vice-Chancellor shall determine the matter.

6.4 Action where the employee accepts the investigation report and recommendation and does not seek a review

- 6.4.1 If within 5 working days, the employee does not seek a review the Senior Management Representative shall forward the matter under paragraph 6.3.2 to the Vice-Chancellor or Senior Deputy Vice-Chancellor who shall determine the matter.

6.5 Determination of Disciplinary Penalty

- 6.5.1 The Senior Deputy Vice-Chancellor may impose disciplinary action as described in paragraphs 1.1.1 to 1.1.5 of this Schedule.
- 6.5.2 The Vice-Chancellor may impose disciplinary action as described in paragraphs 1.1.1 to 1.1.6 of this Schedule. Termination of employment may only result from a determination that the conduct of the employee amounts to serious misconduct.

SCHEDULE E - REDUNDANCY PROVISIONS

1. Where the University decides to terminate the employment of one or more academic employees for reasons of an economic, technological, structural or similar nature, including:
 - 1.1 A decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 1.2 A decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 1.3 Financial exigency within an organisational unit or cost centre; or
 - 1.4 Changes in technology or work methods.

2. Process

The following provisions will apply.

- 2.1 The University shall first inform employee(s) concerned. An employee, to whom this Clause applies, may choose to seek the advice and assistance of an employee representative at any time during the period of operation of this Clause.
- 2.2 Where the University informs an employee(s) in accordance with subclause 2.1 it shall also provide the following information:
 - 2.2.1 The terminations and the reasons for them;
 - 2.2.2 The number and categories of employees likely to be affected; and
 - 2.2.3 The time when, or the period over which, the institution intends to carry out the terminations.
- 2.3 After informing the employee(s) concerned in accordance with subclause 2.1 the University will discuss with the employee(s) and where they choose, their employee representative on the following:
 - 2.3.1 Measures to avert the termination or avert or minimise the terminations;
 - 2.3.2 Measures to mitigate the adverse effects of the termination or terminations.
- 2.4 The measures referred to in paragraph 2.3.2 may include redeployment, voluntary early retirement in accordance with any available scheme, secondments or offers of a voluntary separation package in accordance with Clause 4 – Voluntary Redundancy of this Schedule.
- 2.5 An employee who is advised in accordance with subclause 2.1 that their position is surplus to requirements may apply to the Vice-Chancellor or the Senior Deputy Vice-Chancellor within 8 weeks, to take voluntary redundancy.

3. Review

- 3.1 Where an employee has been formally advised under Clause 2 – Process that he or she is an excess staff member he or she may, within 5 working days of such advice, apply to the Senior Deputy Vice-Chancellor for a review of the decision.

- 3.2 The Senior Deputy Vice-Chancellor must consider the employee's request for a review and make a decision as to whether the employee is an excess staff member. Following that decision and where the Senior Deputy Vice-Chancellor decides that the employee is an excess staff member, the employee has the option of seeking a review as per Clause 46 – Review and Dispute Committees of this Agreement.

4. Voluntary Redundancy

- 4.1 Where an employee volunteers to accept termination of employment by reason of redundancy and the employee's employment is terminated by the employer accordingly, the following benefits will apply:
- 4.2 The employee will be notified of the date on which their employment will terminate, which date will be no less than 6 months from the date of notification provided that:
- 4.2.1 The employer may pay to the employee an amount equal to 6 months pay in lieu of the period of notice.
- 4.2.2 During the period of notice of termination the employee may request and the employer may agree that the balance of the period be waived, in which case the employee is entitled to payment for the balance of the period or 4 weeks pay, whichever is the lesser.
- 4.3 The employee shall be paid a redundancy payment of:
- 4.3.1 A sum calculated at the rate of 3 weeks pay for each year of service for the first 10 years and 2 weeks pay for each subsequent completed year of service with the University, to a maximum entitlement of 78 weeks' salary; and
- 4.3.2 Payment on a pro-rata basis for long service leave calculated on completed years of service.
- 4.4 All payments under this subclause shall be calculated on the employee's salary at the date of cessation of employment; and
- 4.5 The benefits in this subclause are in lieu of any other notice period, access to a scheme of redeployment or other redundancy benefit.

5. Involuntary Redundancy

- 5.1 Where an employee is not a volunteer for redundancy as provided for by Clause 4 – Voluntary Redundancy above and the employer terminates the employment of an employee for reason of redundancy the following benefits will apply:
- 5.1.1 The greater of the period of notice prescribed by section 119 of the Act 2009 or the contract of employment of the employee plus;
- 5.1.2 If the employee is over 45 years of age 12 months notice of termination; or
- 5.1.2 If the employee is over 40 years of age but under 45 years, notice according to the following scale:
- | Age | Notice |
|------------|-------------------|
| 40 | 7 months' notice |
| 41 | 8 months' notice |
| 42 | 9 months' notice |
| 43 | 10 months' notice |
| 44 | 11 months' notice |
- 5.2 If the employee is less than 40 years of age, 6 months notice.

- 5.3 On retrenchment, a staff member shall, in addition, receive the following amount of severance pay in respect of a continuous period of service:

Service Severance pay

Up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

6. Use of Sick Leave

- 6.1 If an employee is ill during a period of notice and provides the employer with a medical certificate to this effect stating the period of illness the notice prescribed by this Clause will be extended for that period.

7. Expenses Allowances

- 7.1 An academic employee who is terminated for reasons of redundancy shall be entitled to reasonable leave as determined by the Vice-Chancellor or Senior Deputy Vice-Chancellor with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer the employee shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor or Senior Deputy Vice-Chancellor.
- 7.2 If an employee is redeployed to an ongoing position elsewhere in the institution (ie. involving a geographic relocation) as an agreed measure to mitigate the effects of his/her position being surplus to requirements and, as a consequence, is not reasonably practicable for the employee to remain in his or her existing residence, the employee shall be entitled to all reasonable expenses associated with moving household to a new locality on the basis set at Clause 8 – Relocation Allowances.
- 7.3 Any reasonable costs and charges as determined by the Vice-Chancellor or Senior Deputy Vice-Chancellor associated with a programme of retraining as an agreed measure to mitigate the effects of his/her position being surplus shall be reimbursed to the employee.
- 7.4 Where, as an agreed measure to mitigate the effects of an employee's position being surplus to requirements, the employee is redeployed to a lower level position, placed on a programme of training or otherwise maintains an employment relationship with the institution but in circumstances which would provide a reduced income, normal salary shall be maintained during the arrangement for the period described in subclause 5.1 or 5.2, however, where the employment is ultimately terminated, the periods described in this subclause and subclause 5.1 and 5.2 are not cumulative.

8. Relocation Allowances

- 8.1 For the purposes of this Clause "prescribed expenses" means:
- 8.1.1 Legal fees;
 - 8.1.2 Agent's commission;
 - 8.1.3 Stamp duty;
 - 8.1.4 Fees associated with the transfer of title;
 - 8.1.5 Expenses relating to the execution or discharge of a first mortgage; and
 - 8.1.6 Any reasonable costs as determined by the Vice-Chancellor or Senior Deputy Vice-Chancellor of advertising for sale of a dwelling-house.

9. Payments

- 9.1 The Vice-Chancellor or Senior Deputy Vice-Chancellor may authorise the payment to an employee of the reasonable costs incurred in the conveyance of himself or herself and his or her dependents, including reasonable costs for removal of furniture and personal effects.
- 9.2 The Vice-Chancellor or Senior Deputy Vice-Chancellor may authorise the payment to the employee of an allowance comprising two-thirds of the expenses necessarily incurred by the academic in residing at a hotel or boarding-house while waiting to:
- 9.2.1 Commence or continue his or her journey to the new locality; or
- 9.2.2 Secure a place of residence in that locality.
- 9.3 Subject to subclause 9.4, an allowance under subclause 9.2, shall not be paid in respect of a period exceeding:
- 9.3.1 1 week in the case of paragraph 9.2.1 applying; or
- 9.3.2 4 weeks in any other case.
- 9.4 Where the Vice-Chancellor or Senior Deputy Vice-Chancellor is satisfied that an employee to whom subclause 9.2 applies is unable to secure a place of residence in the new locality after having made all reasonable efforts to do so, the Vice-Chancellor or Senior Deputy Vice-Chancellor may extend the period in respect of which an allowance under that subclause would otherwise be payable to that academic for such further period, not exceeding 4 weeks, as the Vice-Chancellor or Senior Deputy Vice-Chancellor may determine.
- 9.5 Where the Vice-Chancellor or Senior Deputy Vice-Chancellor is satisfied that in the circumstances of a particular case it is just and equitable to do so, he or she may authorise the payment to an employee to whom subclause 9.2 applies of an allowance at a rate per week determined by the Vice-Chancellor or Senior Deputy Vice-Chancellor for a period not exceeding 5 weeks after the expiration of the periods referred to in subclauses 9.3 and 9.4.
- 9.6 The Vice-Chancellor or Senior Deputy Vice-Chancellor may authorise the payment to an employee to whom subclause 9.2 applies of such amount as the Vice-Chancellor or Senior Deputy Vice-Chancellor may in a particular case determine for the purpose of compensating that employee for expenses necessarily incurred by him or her in respect of:
- 9.6.1 The storage of his or her furniture and effects while waiting to secure a place of residence in the new locality; and
- 9.6.2 The cartage of the furniture and effects from the place of storage to the academic's place of residence in that locality.
- 9.7 An employee who is entitled to receive the expenses and allowances payable under this Schedule is also entitled to be paid an incidentals allowance to compensate the employee for:
- 9.7.1 The value of the increased depreciation of, and the additional wear and tear on, the basic household furniture and effects resulting from the transfer; and

- 9.7.2 The cost of the replacement or alteration of carpets, linoleum, curtains, blinds, and household effects necessitated by the transfer; and
- 9.7.3 Incidental costs associated with establishing a new place of residence (eg. telephone, gas reconnection).
- 9.8 The depreciation allowance payable under this Schedule is such an amount as may be determined by the Vice-Chancellor.
 - 9.8.1 An employee who is entitled to receive expenses and allowances under this Schedule is, subject to subclause 9.12, also entitled to receive a property allowance for reimbursement of prescribed expenses incurred by him or her;
 - 9.8.2 In the sale of the dwelling house:
 - (a) Owned and occupied by him or her;
 - (b) Which he or she was purchasing under a contract of sale providing for vacant possession; or
 - (c) Which he or she was constructing for his or her own permanent occupation, on completion of construction, at the date on which it became necessary to move to the new locality.
 - 9.8.3 In the purchase of a dwelling-house, or land for the purpose of erecting a dwelling-house on the land, for his or her own permanent location permanent occupation in the new locality; or
 - 9.8.4 Both in the sale of the dwelling-house referred to in paragraph 9.8.2 and in the purchase of a dwelling-house or land referred to in paragraph 9.8.3.
- 9.9 The property allowance payable under this Clause in respect of a sale, purchase, or sale and purchase, is, subject to subclause 9.10, an amount which is equal to the actual expenses incurred.
- 9.10 Where an employee is the owner jointly or in common with another person not being a person referred to in subclause 9.12, the property allowance payable under this Clause shall not exceed an amount which is equal to the proportion of the prescribed expenses for which he or she is responsible.
- 9.11 An application by an employee for a property or an incidentals allowance under this Schedule shall be accompanied by sufficient evidence of the payment by the employee of the prescribed expenses.
- 9.12 Except on the decision of the Vice-Chancellor or Senior Deputy Vice-Chancellor, an employee is not entitled to the payment of a property allowance in respect of:
 - 9.12.1 A sale referred to in paragraph 9.8.2; or
 - 9.12.2 A purchase referred to in paragraph 9.8.3 which is effected:
 - (a) More than 2 years after the date on which the academic takes up duty in new locality; or
 - (b) After the date on which he or she receives notification that he or she is being transferred back to the old locality.

9.13 For the purpose of this Schedule, it is immaterial that the dwelling-house or land is purchased, sold or owned;

9.13.1 In the case of a married employee, solely or jointly or in common with:

- (a) The spouse of that employee;
- (b) A dependant of that employee; or
- (c) The spouse and a dependant of that employee; or
- (d) In the case of any other employee, solely or jointly or in common with a dependent.

SCHEDULE F - MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS)

1. Minimum standards for levels of academic staff, other than a casual, are set out in this Schedule. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.
2. An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.
3. MSAL will not be used as a basis for claims for reclassification.

4. Teaching and Research Academic Staff

4.1 Level A

- 4.1.1 A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed 4 years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- 4.1.2 A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

4.2 Level B

- 4.2.1 A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.
- 4.2.2 A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

4.3 Level C

- 4.3.1 A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

- 4.3.2 A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

4.4 Level D

- 4.4.1 A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.
- 4.4.2 A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

4.5 Level E

- 4.5.1 A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.
- 4.5.2 A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

5. Research Academic Staff (inclusive of creative disciplines)

5.1 Level A

- 5.1.1 A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.
- 5.1.2 A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

5.2 Level B

- 5.2.1 A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities.
- 5.2.2 A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

5.3 Level C

- 5.3.1 A Level C research academic will make independent and original contributions to research, which have a significant impact on his or her field of expertise.
- 5.3.2 The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.
- 5.3.3 A Level C research academic will provide leadership in research, including research training and supervision.

5.4 Level D

- 5.4.1 A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.
- 5.4.2 A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others and in research training.

5.5 Level E

- 5.5.1 A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.
- 5.5.2 A Level E research academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

SCHEDULE G - PROCEDURES FOR THE SETTLEMENT OF GRIEVANCES

1. These procedures provide a process intended to prevent or overcome personal conflict and/or grievances which occur in the workplace and to overcome such conflict or grievance without delay, in a conciliatory, informal and effective manner.
2. It is recognised that staff have the right to express a grievance and to seek a solution for any disagreement arising from working relationships, working conditions, employment practices or differences of interpretation of policy that may arise between members of staff or between the University and a member or members of staff.
3. It is important that the resolution process systematically addresses the issues and ensures that common-sense and the principle of fairness are followed throughout.
4. For the purpose of these procedures a “grievance” is defined as a work-related problem or condition which a staff member believes to be unfair, inequitable, discriminatory or a hindrance to their effective operation.
5. A grievance should be initially discussed by the staff member with their supervisor. Either party to the grievance may seek advice from the Director, Human Resources or from their respective representative. Every endeavour should be made to resolve the matter at the informal stage. If the grievance is not resolved satisfactorily initially, the staff member may continue to negotiate a resolution on an informal basis. Notwithstanding this, the staff member may refer their grievance to the Chair of the panel of conciliators as set out below.
6. In the interest of all parties involved, grievances will be processed in accordance with:
 - 6.1 Common sense and principles of fairness;
 - 6.2 Any enquiry being made on the basis of 'fair dealing' without bias or intimidation to either side;
 - 6.3 A total respect for confidentiality of proceedings at all times regarding both documentation and discussion of issues in order to minimise any undue adverse effects on all parties involved.
7. Where a grievance arises outside of those areas for which there are established processes, a staff member may immediately notify a grievance under these procedures.
8. These procedures shall not apply if the subject of the grievance directly concerns:
 - 8.1 Decisions of the institution's governing body;
 - 8.2 Appointments;
 - 8.3 Promotion;
 - 8.4 Promotion appeals;
 - 8.5 Discrimination or equal opportunity procedures;
 - 8.6 Sexual and/or racial harassment;
 - 8.7 Staff assessment;
 - 8.8 Procedures for dealing with unsatisfactory performance or serious misconduct;
 - 8.9 Procedures for termination on the grounds of ill health;

- 8.10 Termination of employment which is or is alleged to be harsh, unjust or unreasonable; and/or
- 8.11 Such other matters as may be agreed between the University and an employee representative.
9. Nothing in the procedures will detract from any right of an employee or their employee representative to refer any grievance to an independent body or tribunal for resolution.

10. Conciliators

- 10.1 A panel of conciliators (the number and composition of which will be agreed by the Academic Consultative Committee (the ACC)) will be appointed from time to time by the Vice-Chancellor or Senior Deputy Vice-Chancellor, for a minimum period of 2 years.
- 10.2 The panel of conciliators should be appointed from a representative range of staff.
- 10.3 A person agreed upon by the ACC will be appointed from among the panel of conciliators to be the Chair of the panel.
- 10.4 The Chair of the panel will be the first point of contact for all grievances, allocate grievances to an appropriate conciliator or conciliators, will receive reports from conciliators, and will report to the Vice-Chancellor or Senior Deputy Vice-Chancellor and the ACC. Should the Chair of the panel be directly involved in the grievance he/she should nominate an alternative chairperson.
- 10.5 It is the role of the conciliator to facilitate the resolution of grievances in a manner which is fair and equitable to all the parties concerned. The manner of such resolution will be determined by the conciliator appointed to resolve a grievance after their initial discussion with the parties involved. The conciliator may seek advice and/or comment from the Director, Human Resources.
- 10.6 The conciliator will conduct all proceedings in absolute confidence. Statements, claims and other matters put forward by any person involved in the proceedings will not be used nor made available for use in other areas, such as promotion or staff assessment proceedings.
- 10.7 The workload of academic staff appointed to the panel of conciliators may need to be adjusted to take account of their duties as conciliators.
- 10.8 When conciliators are required to spend a considerable time in conciliating a grievance the Dean of the Faculty, in consultation with the Head from which the conciliator is drawn, may provide funding to adjust the conciliator's workload as appropriate through the provision of teaching and research support or an adjustment of administrative workload.

11. Procedure

- 11.1 Where the issue cannot be resolved informally, the staff member may submit the grievance in writing to the Chair of the panel of conciliators. The written grievance should:
- 11.1.1 Contain a concise statement of the facts surrounding the grievance;
 - 11.1.2 Include copies of any relevant documents;
 - 11.1.3 Identify the specific rights the grievant believes have been violated; and
 - 11.1.4 Indicate the remedy that is sought.

- 11.2 Care must be taken to avoid unnecessary delays and to ensure that a grievance is resolved within a reasonable period.
- 11.3 All appropriate University documentation shall be made available to a conciliator dealing with a grievance notified in accordance with these procedures.
- 11.4 Conciliators shall, as they see fit, discuss the dispute with all members of staff concerned, suggest ways in which the dispute might be resolved, and attempt to facilitate a fair and reasonable conclusion to the grievance as quickly as possible.
- 11.5 Conciliators may ask the parties concerned to make relevant and helpful oral and/or written submissions.
- 11.6 In considering the possibilities for achieving the resolution of a grievance the conciliator or conciliators must ensure that any recommendations made are achievable in terms of:
 - 11.6.1 Any requirement for the allocation of additional resources can be met; and
 - 11.6.2 Ensuring that existing University policy is not directly or indirectly contravened.
- 11.7 On completion of their discussions, the conciliator or conciliators appointed to the grievance shall report, in writing, recommendations for the outcome to the Chair of the panel, who shall provide a copy of that report to the Vice-Chancellor, to the employee representative, and to the staff member(s) involved in the grievance.
- 11.8 Recommendations for the resolution of the grievance will be approved by the Vice-Chancellor including notification to the Dean of the Faculty and the Head where any action is required.
- 11.9 If the grievance can not be resolved the Chair of the panel shall provide a copy of the report of the conciliator to the Vice-Chancellor or Senior Deputy Vice-Chancellor and to the employee representative.
- 11.10 Where the Chair of the panel of conciliators provides such a report on an unresolved grievance, a meeting shall be held as soon as possible between the Vice-Chancellor, the Senior Deputy Vice-Chancellor or nominee, the employee representative, and the Chair of the panel of conciliators, to consider whether any further action is appropriate to resolve the grievance.
- 11.11 In accordance with established procedures no report on any staff member involved in a grievance shall be officially filed (see definition at 11.13) until the staff member has been provided with a copy and has been given the opportunity to answer such a report in writing. Any such answer shall be filed with the report.
- 11.12 No report on any staff member involved in a grievance shall be filed on any school/section file.
- 11.13 "Officially filed" shall be the point where the report is placed on the staff member's official University file in the central registry.

12. Review

- 12.1 It is agreed to consider the recommendations of the Grievance Review Working Party with a view to implementing outcomes from this Working Party aimed at improving the University's grievance processes.

SCHEDULE H - ONGOING CONTINGENT FUNDED RESEARCH CONTRACT OF EMPLOYMENT

1. An ongoing contingent funded research contract is a contract with limited term funding provided from external sources. Ongoing contingent funded research contracts are not funded through an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
2. A research intensive fixed-term staff member may be appointed to an ongoing contingent funded research contract of employment where the staff member:
 - 2.1 Is .5 FTE or more;
 - 2.2 Has been employed continuously by UWA for a period of 3 years or more and who is to be appointed to their second or subsequent consecutive contract; and
 - 2.3 Has met the definition of ‘research active’ as it applies in their Faculty.
3. Where the staff member meets the above criteria the staff member will move onto an ongoing contingent funded research contract.
4. Where funding is unavailable to cover their salary, they may apply to go onto the Safety Net Scheme for 1 year, during which time they undertake teaching and research within their School or a cognate School.
5. Where a staff member is unsuccessful with an application to go onto the Safety Net Scheme their employment will cease on completion of the current contract.
6. Where a staff member has been placed on the Safety Net Scheme, at the end of the 1 year term they will either:
 - 6.1 Be covered by a successful grant for the costs of their salary and go onto an ongoing contingent funded research contract; or
 - 6.2 Where a grant is not achieved to cover their salary their employment will cease on completion of the current contract.
7. The following provisions do not apply to staff on ongoing contingent funded research contracts of employment:
 - 7.1 Where funding for continuation of an ongoing contingent funded research contract position ceases, the consultation provisions of Clause 42 – Consultation on Organisational Change in respect to the contingent position that staff member occupies.
 - 7.2 Clause 43 – Redundancy and Schedule E – Redundancy Provisions including payments that apply to staff employed on a continuing contract of employment.
 - 7.3 Staff employed on fixed-term employment or employment schemes as specified elsewhere under this Agreement.
8. An ongoing contingent funded research contract of employment may be terminated when:
 - 8.1 The funding that supports the position ceases or is insufficient; or

- 8.2 The inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- 8.3 Termination is under the probation or disciplinary provisions of this Agreement.
9. If a staff member's employment is terminated under subclauses 8.1 and 8.2 above, the staff member will be provided notice and severance payments under Clause 10 – below.
10. Severance payments for staff on ongoing contingent funded research contracts of employment will be in accordance with the following:

	Period of continuous service	Severance Pay
10.1	At least 1 year but less than 2 years	4 weeks' pay
10.2	At least 2 years but less than 3 years	6 weeks' pay
10.3	At least 3 years but less than 4 years	7 weeks' pay
10.4	At least 4 years but less than 5 years	8 weeks' pay
10.5	At least 5 years but less than 6 years	10 weeks' pay
10.6	At least 6 years but less than 7 years	11 weeks' pay
10.7	At least 7 years but less than 8 years	13 weeks' pay
10.8	At least 8 years but less than 9 years	14 weeks' pay
10.9	At least 9 years but less than 10 years	16weeks' pay
10.10	At least 10 years	12 weeks' pay

11. Staff are excluded from the above severance scales where the:
- 11.1 Staff member declines the further employment;
- 11.2 Staff member does not seek to continue the employment;
- 11.3 Staff member obtains further employment within the University without the loss of accrued entitlements;
- 11.4 University assists the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.
12. Where employment is terminated under the provisions of this Clause the staff member will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
13. The intention of this Clause is to provide greater certainty regarding terms of employment and to maintain or improve on conditions from previous contracts.

SCHEDULE I - OFFSHORE WORK

- 1.** For the purposes of this Clause offshore work shall mean work performed outside of Australia requiring an employee to undertake duties as directed by the University.
- 2.** The following conditions apply to employees engaged in offshore work directed by the University:
 - 2.1** Participation will be voluntary except where the requirement to work offshore is a genuine requirement of the position. All employment contracts requiring offshore work issued after certification of this Agreement will include the requirement to undertake offshore work as a term of the employment contract.
 - 2.2** Employees will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
 - 2.3** Except in the case of an emergency, 2 weeks' notice will be given to an employee prior to any period of offshore work.
- 3.** Where an employee is not required to work offshore as a specific condition of employment the University may request that an employee work offshore for a specified period or task. An employee may reasonably refuse such a request. Reasonable grounds for refusal include but are not limited to family responsibilities, prior personal or professional commitments and education commitments.
- 4.** Where an employee accepts a request to work offshore the employee will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
- 5.** This Clause shall not apply to the following:
 - 5.1** Requests by employees to work offshore for a specified period or task. Such tasks will include, but not be limited to attendance at conferences, seminars and workshops; consultancy; field trips for the purpose of research and scholarship; and representing the discipline at international scholarly committees or associations
 - 5.2** Absences related to professional development;
 - 5.3** Sabbatical; and/or
 - 5.4** Teaching off load.
- 6.** The parties agree to review Off Shore work terms and conditions during the life of the Agreement. The review will include a review of the operation of this Clause. The outcomes of the review will be considered by the parties in the next round of enterprise bargaining negotiations.