



***THE UNIVERSITY OF WESTERN AUSTRALIA
ACADEMIC STAFF AGREEMENT 2009***

(A Union Collective Workplace Agreement)

THE UNIVERSITY OF WESTERN AUSTRALIA

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3. Application of the Agreement

- 3.1 This Agreement shall apply to:
- 3.1.1 The University of Western Australia;
 - 3.1.2 The National Tertiary Education Industry Union; 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 General Staff;
 - 3.2.2 persons employed as Vice Chancellor, Senior Deputy vice Chancellor, Deputy Vice Chancellor or Pro Vice Chancellor;
 - 3.2.2 persons employed in teaching non-award English Language courses;
 - 3.2.3 persons involved in the operation of child care facilities; or
 - 3.2.4 persons principally employed in:
 - (a) the operation of theatrical 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 a Union Collective Workplace Agreement pursuant to section 328 of the *Workplace Relations Act 1996* as amended and supersedes and replaces The University of Western Australia Academic Staff Agreement 2006 (Agreement Number 065155961).
- 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;
- 4.1.2 Reviewing significant human resource policy initiatives and provide feedback on development and implementation of such initiatives; and

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 Three nominees of the Chair;
- 4.2.3 Three staff nominees of the NTEU; and
- 4.2.4 Three elected staff representatives.

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

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

4.3 Elections

- 4.3.1 Elections for positions on the committee will occur annually 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 lodgement of this Agreement with the Office of the Employment Advocate under the provisions of the *Workplace Relations Act 1996* and shall remain in force until 31 December 2009.

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 Operational Priorities Plan for 2009 – 2013.

7.1.1 The University's Operational Priorities Plan (OPP) 2009 - 2013 identifies four priority areas:

- (a) Education
- (b) Research and Research Training
- (c) External Relations and Community Engagement
- (d) People and Resources

7.1.2 A priority objective of the OPP is to attract, develop and retain the highest quality staff, supporting development of their full potential, within a 'One-Staff One University' philosophy.

7.2 It is the objective of the parties to this Agreement to implement change in accordance with the OPP and to support the University's primary vision of 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 OPP, 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 Academic Member of Executive Means the Senior Deputy Vice-Chancellor or a Deputy Vice-Chancellor.
- 8.2 Act Means the *Workplace Relations Act 1996* as amended.
- 8.3 AIRC Means the Australian Industrial Relations Commission.

8.4	Employee Representative	Means 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.
8.5	Fixed Term	Means an appointment made for a specified period in accordance with Schedule B - Fixed Term Contracts.
8.6	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.
8.7	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.	Means an appointment made in accordance with Schedule H..
8.9	Senate	Means the Senate of The University of Western Australia constituted under the authority of The University of Western Australia Act 1911.
8.10	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.
8.11	Union	Means the National Tertiary Education Industry Union.
8.12	University	Means The University of Western Australia constituted under the authority of the University of Western Australia Act 1911.
8.13	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 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. Aspirational targets for the employment of Indigenous Australians are as detailed in the University Operational Priorities Plan 2006 – 2008..

10.3 The objectives of the policy include:

10.3.1 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

10.3.2 Increasing the employment of Indigenous Australians, consistent with subclause 10.2, by fostering their employment and participation at all levels of work activity within the University.

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

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

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

10.4.3 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

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

10.5 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 32 – Compassionate/Bereavement/Ceremonial/Cultural Leave an additional 2 days ceremonial/cultural leave is available to Indigenous Australians in any one calendar year. Leave provided under this clause does not accumulate year to year.

PART B – APPOINTMENTS 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 Teaching Employment Proposal 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 three 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 Notwithstanding the fact that an employee may have undergone probation under subclause 11.5 of this clause, an employee being granted tenurable status may be required to undergo further probation under this clause 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.
 - 11.7.2 Level B Academics - 3 years. This period may be extended by two periods of one year each or shortened.
 - 11.7.3 Level C, D, E Academics - up to 3 years. This period may be extended by two periods of one year each or shortened.
- 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 two 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, reasonably contemporaneous marking 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.

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 7. 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 Schedule A – Salaries and Casual Rates, Table 2 - 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 Each employee who negotiates a salary package will be required to enter into a Salary Packaging Agreement with the University.
- 16.7 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:
- 16.7.1 leave loading;
 - 16.7.2 outstanding leave due upon termination of employment;
 - 16.7.3 redundancy payments;
 - 16.7.4 early retirement payments.
- 16.8 An employee shall continue to be paid in accordance with the terms of the salary packaging agreement during any form of paid leave.
- 16.9 Any dispute in relation to the operation of this subclause will be resolved in accordance with Clause 45 – Dispute Settling Procedures, of this Agreement.

17. Salary Increases

- 17.1 This Agreement provides for 6% salary increase to be paid in instalments as set out below:

Increase	Effective from
1.5%	8 December 2008
1.5%	16 March 2009
3%	9 November 2009

17.2 Revised salary rates are set out at Schedule A – Salaries and Casual Rates.

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. Deferred Salary Scheme

- 19.1 An employee may apply to work within the parameters of the deferred salary scheme. There are three options available.
- 19.1.1 completing 4 years continuous service paid at 80% of salary to be followed by one year's leave paid at 80% of salary;
- 19.1.2 completing 4.5 years continuous service paid at 90% of salary followed by six months' leave paid at 90% of salary
- 19.1.3 completing 2 years continuous service paid at 80% of salary followed by six months' leave paid at 80% of salary.
- 19.2 Employees are responsible for informing themselves of all implications of the deferred salary scheme before entering into such an arrangement.
- 19.3 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.
- 19.4 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.
- 19.5 An employee may withdraw in writing from this scheme prior to completing the required period of service, in which case a lump sum payment of salary foregone to that time will be made. The employee shall not be entitled to an equivalent absence from duty. Where it is no longer possible to offer the deferred salary scheme under legislative requirements, the scheme will cease with effect from that date.
- 19.6 The following breaks in service will not be considered withdrawal from the scheme, they will be deemed to be non-participatory periods:
- 19.6.1 Secondments where the outside organisation pays;
- 19.6.2 Leave without pay;
- 19.6.3 Sick leave without pay greater than three months;
- 19.6.4 Parental leave.
- 19.7 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.
- 19.8 Periods deemed to be participatory include:
- 19.8.1 Approved leave while in receipt of Workers Compensation;
- 19.8.2 Sick leave without pay less than or equal to three months with the salary adjusted accordingly in the final year (year's leave);

- 19.8.3 Long Service Leave;
- 19.8.4 Sick Leave with Pay;
- 19.8.5 Annual Leave.

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

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 Subject to subclause 20.2, 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 the Superannuation Guarantee employer contribution for fixed term employees with a contract term less than 2 years or casual employees whose wages are \$450 or more per calendar month, as varied by the federal government from time to time; or
 - 20.1.3 a 3% Award based employer contribution for other casual employees, in accordance with existing indexed eligibility provisions (Currently 6 months earnings/hours worked criteria)
- 20.2 An employee may elect to forego the 3% employer superannuation contribution to the Award Plus Plan and receive a 3% non-superannuable salary loading in lieu.
- 20.3 Should the UniSuper Trust Deed be varied during the life of this Agreement, to allow for flexibility, employees who are members of the Defined Benefit Plan (DBP) or Investment Choice Plan (ICP) may elect to receive any other superannuation flexibility so allowed. Provided that the total remuneration provided under this clause shall be the amount specified at 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 six months of the due date of an increment payment may be deferred for the period necessary to allow six months between identification and payment.
- 21.3 where matters of concern are satisfactorily resolved within the six 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 All employees subject to this Agreement shall be entitled to an annual leave loading payment equal to 17½ percent of four weeks' salary for the period of leave accrued with a maximum payment equal to the Australian Bureau of Statistic's average weekly total earnings of all males - (Australia) for the September quarter preceding the date of accrual.
- 22.2 Payment of the loading shall be made on the last pay in November or first pay in December of each year.
- 22.3 Employees whose employment commences after 1 January in any year will be entitled to a pro rata annual leave loading for the number of completed months of continuous

service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months.

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

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 Recreation Leave

25.1 An employee shall be entitled to leave of absence for recreation of four weeks on full pay in each year of service. Entitlements to recreation leave will be credited one year in advance on the 1st day of January each year.

25.2 An employee, who is first appointed from a date after the 1st of January shall, for continuous service to the 31st December next following, be entitled to pro-rata recreation leave calculated at the rate of 5.77 hours per fortnightly pay period.

25.3 Leave shall as far as possible be cleared during the long vacation period or during student vacations at the convenience of the School.

25.4 The Head is responsible for managing leave arrangements within the School. By agreement with the Head an employee may carry forward up to 4 weeks annual recreation leave.

25.5 Annual leave must be cleared:

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 An employee whose appointment is terminated for any reason during the year shall not be paid any annual recreation leave entitlement.

25.7 An employee is required to take accrued leave prior to the expiry of their appointment or resignation.

25.8 Where an employee who has already taken annual recreation leave entitlement for the year, or part thereof, resigns or is dismissed for any reason, the employee shall refund the value of the unearned portion of such leave calculated at the rate of 5.77 hours per fortnightly pay period.

25.9 Should any of the holidays referred to in Clause 26 – Public Holidays occur during the period an employee is absent on approved annual recreation leave, a day in lieu of

each holiday shall be added to the period of annual recreation leave, provided that no day shall be added where any of the prescribed holidays fall on a Saturday or Sunday or a holiday not observed by the University.

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

26. Public Holidays

- 26.1 Subject to the provisions of subclause 26.2 of this clause the following days shall be observed as holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State Public 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, in terms of Senate resolutions 273/60 and 139/64, any of the days stated in subclause 26.1 of this clause are not observed as holidays on the appointed day one day's leave in lieu will be granted in each case subject to its being taken between the Christmas and New Year holidays or immediately following the New Year holidays.
- 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 Subject to the provisions of this clause, an employee who has completed a period of ten years' continuous service in the employ of the University is entitled to 13 weeks' leave in accordance with the following:
- 27.1.1 the term 'continuous service' shall, subject to paragraph 27.1.2 (a) – (d), mean continuous service in the employment of The University of Western Australia only and shall include all absences on paid leave, including study leave, and 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;
- 27.1.2 continuous service does not include:
- 27.1.2(a) any period exceeding two weeks during which the employee is absent on leave without pay except as provided at 27.1.1 above;
- 27.1.2(b) subject to 27.1.2 (c) below, any period of service between the fifth anniversary date of the employee having accrued an entitlement to long service leave, or a deferred commencing date approved by the Vice-Chancellor pursuant to this clause, and the date on which the employee clears that entitlement;
- 27.1.2(c) any service by an employee who has been granted a deferment for the taking of long service leave by the Vice-Chancellor because of impending retirement between a deferred commencing date approved by the Vice-Chancellor and the date the employee retires or clears a full entitlement to long service leave if the employee does not retire on the date nominated;
- 27.1.2(d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

- 27.2 long service leave shall normally be taken as soon as possible after it is due and must be cleared within five years of accrual. Provided that an employee who has given written notice of his or her retirement must not be required to take long service leave within 24 months of retirement. The Vice-Chancellor may approve deferment of taking long service leave beyond five years in exceptional circumstances.
- 27.3 without the approval of the Vice-Chancellor long service leave may not be accumulated beyond an entitlement to 13 weeks. Provided that an employee with an entitlement in excess of 13 weeks or who will accrue such an entitlement within 12 months of the certification of this Agreement retains the greater entitlement.
- 27.4 payment in respect of pro rata long service leave shall be made only to an employee whose employment ceases
- 27.4.1 by genuine retirement, retirement will be deemed genuine if the employee is of an age that he/she qualifies for state pension or he/she qualifies to access superannuation benefits and he/she intends to leave the paid workforce;
- 27.4.2 by death;
- 27.4.3 due to termination by the University for any reason other than serious misconduct, provided in each case that the employee had served the University for a continuous period of not less than five years;
- 27.5 Upon application by an employee, the Vice-Chancellor may approve of the taking by the employee -
- 27.5.1 of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
- 27.5.2 of half the period of long service leave entitlement on double pay, while preserving the balance of the long service leave entitlement as unpaid long service leave; or
- 27.5.3 of any portion of the employee's long service leave entitlement on full pay, or double such period on half pay or half such period on double pay provided that the proportions shall not be less than one day.
- 27.6 The University of Western Australia is a party to and honours an agreement with other tertiary institutions which provides for recognition of full-time continuous service with other Australian higher education institutions and other approved institutions in accordance with that agreement.
- 27.7 **Time of Taking Long Service Leave**
- 27.7.1 Where an employee gives not less than six 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 one month of notification that the leave has been denied and should be at the convenience of the employee unless impracticable.
- 27.7.2 Where an employee gives less than six 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 six months notice does not apply where an employee applies for long service leave during a period of approved unpaid parental leave.
- 27.7.3 Where an employee has accumulated a long service leave entitlement in excess of 13 weeks, the Vice-Chancellor may give the staff member written notice to take that part of the leave in excess of 13 weeks, at a time convenient to the needs of the institution, provided that:

- (a) the Vice-Chancellor shall give the employee written notice of at least six months of the date on which leave must commence;
- (b) the employee shall not be required to take long service leave within 24 months of the intended date of retirement of the employee;
- (c) the minimum period of leave the employer can require an employee to take shall be six weeks;

27.8 **Transitional Arrangement**

27.8.1 This sub clause provides transitional arrangements for the clearance of accrued long service leave entitlements. The provisions of this subclause apply to all employees employed as at 18 January 2005 who had an existing accrued long service leave entitlement or entitlements as of that date.

27.8.2 With effect from the 1 January 2005 the University will enforce the provisions of paragraph 27.1.2 (a) – (d) of this clause. Staff with one accrued entitlement as at 18 January 2005 are required to clear that entitlement within five years of 1 January 2005 and will continue to accrue leave within that five year period. Where an employee has two or more accrued entitlements, the employee must clear one entitlement within 5 years and the remainder of entitlements within 10 years of 1 January 2005. Employees who do not clear leave in accordance with this clause will cease to accrue service for long service leave purposes, from the dates contained in this sub-clause.

27.9 The entitlement of a staff member who takes long service leave will be based on the salary of the staff member at the time of commencement of leave.

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

28. **Parental Leave**

28.1 **Definitions – for the purpose of this clause**

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

28.1.2 “Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.

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

28.1.4 “Partner” means a person who is a spouse, de facto or same sex partner.

28.1.5 “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. Annual and long service leave may be cleared concurrently during parental leave. During periods of concurrent leave clearance the absence is classified as leave for parental leave purposes.

28.2 **Entitlement to Parental and Partner Leave**

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

- 28.2.1 (a) birth of a child to the employee or the employee’s partner; or
- 28.2.1 (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 five (5); and has not lived continuously with the employee for six (6) months or longer.

- 28.2.2 An employee identified as the primary care giver of a child and who has completed twelve months continuous service at the University shall be entitled to 14 weeks paid parental leave. Paid parental leave will form part of the 104 week entitlement provided at paragraph 28.2.1.
- 28.2.3 The employee and the Head may agree to the 14 weeks paid parental leave being taken as 28 weeks on half pay. All leave accruals and superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis. Where a member of staff wishes 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's and the employer's contribution.
- 28.2.4 A pregnant employee can commence the period of parental leave any time up to 20 weeks before the expected date of birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than 14 weeks after the birth or placement of the child.
- 28.2.5 Paid parental leave for primary care purposes for any one birth or adoption shall not exceed 14 weeks except as provided at 28.7. The 14 week paid period shall commence when the employee proceeds on parental leave in accordance with paragraph 28.2.4 and conclude not more than 14 weeks after the date of birth. The conclusion of the paid leave period may be extended up to a further 22 weeks in accordance with subclause 28.7. The employee and the Head are to arrange the exact timing and duration of the leave.
- 28.2.6 The paid and unpaid parental leave entitlement up to a maximum of 104 weeks may be shared between partners assuming the role of primary care giver.
- 28.2.7 Parental leave may be taken concurrently by an employee and his or her partner for a maximum of two (2) weeks with the approval of the employer.
- 28.2.8 Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- 28.2.9 An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- 28.2.10 An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause. Provided that access to subsequent return to work bonus provisions contained at subclause 28.7 require the employee to return to work for a period of at least 12 months as specified at paragraph 28.7.4.

28.3 Research Grant Funded Employees

- 28.3.1 An employee employed on a second or subsequent research grant funded contract whose employment ceases because of the expiry of the contract and he/she resumes employment and the break in service is 6 weeks or less, the break in service will not be deemed to interrupt their continuous service for the purpose of calculating eligibility for parental leave. If an employee receives a severance payment in accordance with Schedule B – Fixed Term Employment, of this Agreement these provisions will not apply.

28.4 Partner Leave

- 28.4.1 An employee who is not a primary care giver shall be entitled to a period of paid or unpaid partner leave of up to 2 weeks at the time of the birth or placement of a child/children to his or her partner. Partner leave can be taken as a minimum of 1 day at a time and up to 2 weeks in total. Partner leave is accessible from the date of birth and up to 3 months after the date of birth. To be entitled to paid partner leave the employee must have been employed by the University for 12 months or more at the time of birth. To be entitled to unpaid partner leave the employee must have been employed by the University for up to 12 months at the time of birth.

28.5 Birth of a child

- 28.5.1 An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth
- 28.5.2 If the pregnancy results in other than a live child or the child dies in the weeks immediately after the birth, the entitlement to the 14 week paid parental leave period as provided at paragraph 28.2.3 remains intact.

28.6 Adoption of a child

- 28.6.1 An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
- 28.6.2 If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

28.7 Return to Work Bonus

- 28.7.1 An employee who has continuous service of greater than 12 months but less than 5 years is entitled to 104 weeks leave, including 14 weeks paid parental leave, provided for at paragraph 28.2.3 of this clause, plus a return to work bonus of up to the equivalent of an additional 12 weeks salary.
- 28.7.2 An employee who has continuous service of 5 years or more is entitled to 104 weeks, including 14 weeks paid parental leave, as provided for at paragraph 28.2.3 of this clause, plus a return to work bonus of up to the equivalent of an additional 22 weeks salary.
- 28.7.3 The return to work bonus will be used to facilitate re-entry of the primary care giver into the workplace and could be used in any of the following ways:
- (a) to offset associated costs, such as childcare (allowance);
 - (b) working reduced hours (graduated return to work program);
 - (c) to re-establish an academic career (paid into an approved University account); or
 - (d) the staff member shall be entitled to access all or part of the return to work bonus prior to returning to work, as additional paid parental leave.
- 28.7.4 An employee who applies to access the return to work bonus is required to enter into a written agreement with the University requiring him or her to:
- (a) return to work for a period of at least twelve (12) months following his or her return to work; or

- (b) repay all monies received or paid as the return to work bonus where the employee has failed to return to work for a minimum of 12 months.

28.7.5 Where an employee does not return to work for at least 12 months, in accordance with 28.7.4 above, the University is entitled to deduct the monies to be repaid from any outstanding entitlements that would normally be paid on termination of employment. This does not preclude the University's legal right to pursue recovery of monies paid in accordance with 28.7 when the employee has not fulfilled the return to work requirements. The recovery of the return to work bonus may be varied for compassionate circumstances determined by the Vice-Chancellor.

28.7.6 Return to work at a fraction equal to or greater than 50% of the fraction the employee held prior to commencing parental leave will meet the requirements for return to work under this clause. Provided that the Vice-Chancellor may approve a lesser fraction as meeting the requirements for return to work.

28.8 Other leave entitlements

28.8.1 An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave. The aggregate of leave entitlements shall be no more than 104 weeks.

28.8.2 Where all other leave entitlements have been exhausted, an employee may apply for leave without pay following parental leave in accordance with the relevant clause in the Agreement. The employer's approval is required for such an extension.

28.8.3 An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in 28.8.4 and 28.8.5.

28.8.4 Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.

28.8.5 Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

28.9 Notice and Variation

28.9.1 The employee shall give not less than 10 weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken, except in unforeseen circumstances.

28.9.2 An employee seeking to adopt a child shall not be in breach of subclause 28.9.1 by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

28.9.3 An employee proceeding on parental leave or other leave entitlements under this clause is required to give 6 weeks written notice of intention to reduce or extend the period of leave stated in the original application.

28.10 Transfer to a Safe Job

28.10.1 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

28.11 Replacement Employee

28.11.1 Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

28.12 Return to Work

28.12.1 An employee shall confirm the intention to return to work by notice in writing to the employer not less than 6 weeks prior to the expiration of parental leave. An application to resume duty within six weeks after the day on which the pregnancy terminates must be supported by a certificate from a registered medical practitioner, indicating that the employee is fit to resume duty. The early return to duty is subject to Faculty, School or Section convenience.

28.12.2 Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the employer shall notify the employee while they are on parental leave.

28.12.3 An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.

28.12.4 An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level. The duration of return to work on a part-time basis shall be negotiated between the Head and the employee. Return to work on a part-time basis is subject to Faculty, School or Section convenience and will be confirmed in writing by the Head.

28.12.5 Subject to the employer's approval an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

28.13 Effect of Parental Leave on the Contract of Employment

28.13.1 An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

28.13.2 Paid parental leave will count 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.

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

28.13.4 An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

28.14 Casual work whilst on Parental Leave

28.14.1 Employees shall be permitted to undertake:

- (a) Occasional casual employment incidental to their substantive position with the University whilst on parental leave without pay
- (b) Fractional employment combined with paid leave to a maximum of 1 full-time equivalent

28.15 Part-time employees

28.15.1 Part-time employees shall be entitled to the provisions of this clause in accordance with clause 12 – Fractional Employees of this agreement.

28.16 Casual employees

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

29. Leave Without Pay or Secondment

29.1 The Vice-Chancellor, on the recommendation of the Head, and by agreement with an employee, may grant an employee leave of absence without pay, provided that for fixed term employees leave without pay will not be approved for any period which exceeds the term of the appointment.

29.2 Leave without pay or secondment may be granted where:

- 29.2.1 the work to be undertaken during the leave without pay or secondment has relevance to the officer's teaching and/or research in the University; and/or
- 29.2.2 the period of leave without pay or secondment will be beneficial to the University and the school/section concerned; and/or
- 29.2.3 the Vice-Chancellor is satisfied that adequate relief is available.

29.3 If an employee of the academic staff is granted leave without pay to take up an appointment under an international scheme of assistance for developing countries (e.g. UNESCO, WHO) to which Australia is a party, 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 and to return and serve the University for at least two years immediately following the expiration of the leave.

29.4 Except as provided in subclause 29.3 any period which exceeds two weeks during which an employee is on leave of absence granted under this clause shall not, for any purpose, be regarded as part of the period of service of that employee unless the Senate, on the recommendation of the Vice-Chancellor, otherwise determines.

29.5 For periods of leave without pay in excess of six months, employees are required to give six months' notice in writing, confirming their intention to return to the University at the end of the leave period.

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

30. Absence on Account of Illness, Injury or Caring

30.1 An employee shall be entitled to leave of absence in accordance with the provisions of this clause in the case of personal illness or injury or to supervise the convalescence of another person whose care is the responsibility of the employee.

- 30.2 An employee who is unfit for duty as a consequence of an illness or injury or who is absent to supervise the convalescence of a person whose care is the responsibility of the employee shall inform his or her supervisor, or arrange for the supervisor to be so informed, as soon as practicable.
- 30.3 Where five or more consecutive working days are involved the application must be supported by a certificate from a registered medical or dental practitioner.
- 30.4 An employee who is unable to resume duty on the expiration 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 medical or dental practitioner.
- 30.5 The Vice-Chancellor may direct the employee to attend a medical practitioner for examination, or send a registered medical practitioner to attend on and examine the employee where:
- 30.5.1 the Head has reasonable doubt that the employee is absent due to illness
- 30.5.2 there is reason to doubt the fitness of the employee to be in the workplace either in relation to the safety and well being of themselves and/or others in the workplace.
- 30.6 The basis for determining and the entitlement to leave of absence on the grounds of illness which an employee may be granted shall be ascertained by crediting the employee concerned with the following cumulative period:
- | | 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 |
- provided that an employee employed on a short-term contract for a period less than six months shall be credited 7.5 hours sick leave for each month of service.
- 30.7 Debits for leave pursuant to this clause shall be on the basis of working hours and shall not include any of the holidays occurring during the period of leave.
- 30.8 An employee absent from duty on account of illness or injury for a period of more than three months shall not be permitted to resume duty unless a registered medical practitioner has certified that the employee is fit to resume work.
- 30.9 An employee who is duly absent on leave without pay is not eligible for leave of absence on account of illness or injury under this clause during the currency of that leave without pay.
- 30.10 Where an employee who has been retired on medical grounds subsequently resumes duty, the employee's sick leave credit at the date of the employee's retirement shall be reinstated.
- 30.11 Where an employee who has resigned is subsequently reappointed, the employee shall for the purposes of this clause be regarded as a new appointee as from the date of the employee's reappointment, provided that where an employee is reappointed within eight weeks the employee shall retain existing entitlements.
- 30.12 Solely for administrative purposes, when calculating leave entitlements under this clause a full time academic's hours of work will nominally be 37.5 per week.
- 30.13 The provisions of this clause shall not apply to casual employees.

31. Jury Service

- 31.1 An employee who is required to serve on a jury shall be granted leave with pay, for such period as is necessary for the employee to carry out duties as a juror. An employee is not entitled to receive any jurors fees, other than for travel.

32. Compassionate/Bereavement/Ceremonial/Cultural Leave

- 32.1 For the purposes of this clause

32.1.1 Compassionate/Bereavement Leave provides leave at the time of death of a member of the employee's immediate family or on other compassionate grounds such as providing support and care to another person whose care is the responsibility of the employee.

(a) Immediate family covers:

- (i) a spouse (including a former spouse, a defacto spouse, a former defacto spouse and same sex partner)
- (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee.
- (iii) a relative, who lives with the employee in the same household.

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

- 32.2 An employee is entitled to 3 days leave per calendar year for compassionate, bereavement, ceremonial or cultural purposes. Leave granted under this clause is non cumulative year to year.

- 32.3 An employee employed on a fixed term contract of more than 12 months shall be eligible for leave in accordance with this clause, and an employee employed on a fixed term contract of less than twelve months shall be eligible for pro rata leave in accordance with this clause.

- 32.4 Fractional employees are eligible for leave in accordance with this clause, on a pro rata basis proportional to their fraction.

- 32.5 In addition to the leave provided under this clause for ceremonial and cultural purposes employees who are Indigenous Australians are entitled to an additional 2 days leave in accordance with the provisions of Clause 10 – Indigenous Australians Employment.

- 32.6 The provisions of this clause shall not apply to casuals.

33. Defence Force Leave

- 33.1 The University may approve leave of absence to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction.

34. Performance of Duties

- 34.1 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.

35. Intellectual Property

- 35.1 The University's Intellectual Property Regulations, as varied or replaced, apply to and regulate intellectual property rights as between the University and its employees covered by this Agreement.

36. Intellectual Freedom

- 36.1 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.
- 36.2 Intellectual freedom includes:
- 36.2.1 the rights of all employees to express opinions about the operations of the University and higher education policy more generally;
 - 36.2.2 the rights of employees to pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research.
 - 36.2.3 the right to participate in public debates and express opinions about issues and ideas related to their discipline area;
 - 36.2.4 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;
 - 36.2.5 the right to express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate.
- 36.3 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.
- 36.4 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'.

37. Workloads

- 37.1 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.
- 37.2 Academic workload models will be developed by a school through collaborative discussions involving all of its academic staff and will be determined prior to the commencement of each academic year.
- 37.3 School 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.
- 37.4 A school's academic workload model may include the following activities:
- 37.4.1 teaching (including student contact and teaching administration responsibilities)
 - 37.4.2 International teaching load (unless additional loadings are received)
 - 37.4.3 Postgraduate supervision
 - 37.4.4 Research outputs
 - 37.4.5 Service within the University; and
 - 37.4.6 Service within the broader Community

- 37.5 To assist Early Career academics to establish a research track record these employees will, as far as possible, not have administrative roles.
- 37.6 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.

PART D – PERFORMANCE MANAGEMENT AND DEVELOPMENT

38. Professional Development Review

- 38.1 The University's Performance Management Framework includes an annual Professional Development Review process.
- 38.2 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.
- 38.3 In accordance with subclause 40.2 supervisors are required to receive relevant training in Professional Development Review prior to undertaking reviews of other employees.
- 38.4 Employees will be offered relevant training prior to participating in their own professional development review.
- 38.4 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.
- 38.5 The Professional Development process will not be used for disciplinary purposes.

39. Academic Staff Supervision

- 39.1 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.
- 39.2 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.
- 39.3 The supervisor should receive appropriate training in academic staff assessment techniques and the provisions of this Agreement.
- 39.4 The supervisor for purposes of professional development review may be nominated in accordance with the University's policy.

40. Supervisor Training

- 40.1 Training for employees with supervisory responsibilities should be conducted and include:
- 40.1.1 induction programs for supervisors;
 - 40.1.2 ongoing program of supervisor training;
 - 40.1.3 training directed towards assessment of job performance rather than individual characteristics;
 - 40.1.4 training which includes equal opportunity and affirmative action policies and guidelines; and
 - 40.1.5 training on academic staff assessment techniques and the provisions of this Agreement.

- 40.2 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.
- 40.3 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.

41. Staff Support

- 41.1 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.
- 41.2 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.
- 41.3 Discussions should be conducted in private.
- 41.4 Any meeting should include the following:
- 41.4.1 the nature of the concern;
 - 41.4.2 clearly articulated expectations or standards;
 - 41.4.3 support/advice to be provided, where relevant; and
 - 41.4.4 the period over which the employee will be mentored and by whom, where relevant.
- 41.5 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.
- 41.6 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.
- 41.7 Serious concerns shall be dealt with in accordance with Schedules C - Unsatisfactory Performance and/or D – Misconduct of this Agreement.
- 41.8 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

42. Job Security

42.1 Employment Philosophy

- 42.1.1 The University of Western Australia’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.
- 42.1.2 The University remains committed to redeployment of employees where positions become redundant and will continue to use every effort to avoid forced redundancies.
- 42.1.3 All processes and results of decision-making about employment will be congruent with the University’s commitment to equity and equal opportunity.

42.2 No Net Job Loss

- 42.2.1 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 2000.
- 42.2.2 Nothing in this clause stops the use of voluntary or forced redundancies in accordance with the provisions of this Agreement.
- 42.2.3 The provisions of this clause shall not apply to casuals.

43. Consultation on Organisational Change

43.1 Principle

- 43.1.1 The sound management of organisational change is important for the operational performance and the working environment of the University.
- 43.1.2 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.
- 43.1.3 When organisational change is proposed, all relevant employees directly affected by the change (including those on paid or unpaid leave), the Union, and where they choose their employee representative, have a right to be engaged in the consultation process.

43.2 Definition of Organisational Change

- 43.2.1 Organisational change is defined as change that has an impact on the way work is performed with significant effects on University employees. Significant effects can be defined as:
- (a) termination of employment;
 - (b) major changes in the composition, operation or size of the employer’s workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) the alteration of hours of work; and
 - (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- 43.2.2 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.

43.3 Preliminary discussion with employees

- 43.3.1 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.
- 43.3.2 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.

43.4 Consultation

- 43.4.1 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.
- 43.4.2 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 Union and where they choose their employee representative about the proposed changes and the timetabling of the formal consultation process.
- 43.4.3 Formal consultation shall include but not be limited to:
- (a) circulation of specific written proposals for consideration;
 - (b) provision of opportunity for written responses or alternatives from affected employees and where they choose their employee representative;
 - (c) meetings of management, employees and where they choose their employee representative to discuss and examine the change proposal and alternatives; and
 - (d) The ongoing provision of information to employees and where they choose their employee representative over the duration of the change process.
- 43.4.4 The University shall give serious consideration to the issues raised by all participants in the consultation process.

43.5 Consultation on Organisational Change Implementation

- 43.5.1 Where a definite decision is being made to implement organisational change the University will:
- (a) issue to directly affected employees, the Union, 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;
 - (b) consult employees who may be affected, and where they choose their employee representative about the change proposal;

- (c) 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.

44. Redundancy

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

PART F – DISPUTE, GRIEVANCE AND REVIEW PROCEDURES

45. Dispute Settling Procedures

- 45.1 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 this Agreement 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.
- 45.2 Where an employee asks the Union to represent them a representative of the Union shall notify the University of the existence of a dispute, and the representative of the Union and the appropriate representative of management shall discuss the dispute and attempt to reach agreement within five (5) working days. Where the matter is not resolved it is referred to 45.5.
- 45.3 Where 45.2 does not apply the dispute will first be discussed between the employee and immediate supervisor or other appropriate employee of the University, within five (5) working days after the dispute has arisen or been identified.
- 45.4 If the dispute is not able to be resolved at 45.3, the matter must be referred to and be discussed with the relevant supervisor's manager and an attempt made to find a satisfactory solution, within a further five (5) working days.
- 45.5 If the dispute is still not resolved, the employee(s) or their employee representative may refer it to an Academic Member of Executive or to a Disputes Committee as per clause 47.5 of this Agreement.
- 45.6 Where the dispute cannot be resolved in accordance with clause 45.5 and all agreed steps for resolving the dispute have been taken, the dispute may be referred to the AIRC for resolution. Resolution can be sought by mediation and/or conciliation, and where the matter remains unresolved, arbitration.
- 45.7 Any dispute referred to the AIRC may be referred to a specific member of the AIRC to deal with the dispute and if that specific member is unavailable, the member of the AIRC will be nominated by the President. Where arbitration is necessary, the AIRC may exercise procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 45.8 The period for resolving a dispute may be extended by agreement between the University and the employee or the employee's representative.
- 45.9 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.
- 45.10 The parties agree to implement the outcomes of arbitrated decisions of the AIRC arising from disputes raised under this clause.

46. Procedures for Settlement of Grievances

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

47. Review and Dispute Committees

- 47.1 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:
- 47.1.1 The Review Committee will review matters relating to:
- 47.1.1(a) Schedule C - Unsatisfactory performance;

- 47.1.1(b) Schedule D – Misconduct;
- 47.1.1(c) Schedule E - Redundancy Provisions

- 47.1.2 The Dispute Committee will review matters relating to:
- 47.1.2(a) Clause 45 - Dispute Settlement Procedure

47.2 Composition

- 47.2.1 Each Review and Dispute Committee shall consist of three members; one from each of the following categories:

- 47.2.1(a) a person from within the University chosen by the Senior Deputy Vice-Chancellor;
- 47.2.1(b) the President of the NTEU; and
- 47.2.1(c) a chairperson chosen by the Senior Deputy Vice-Chancellor in accordance with clause 47.3.1

- 47.2.2 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.

47.3 Chairpersons of Review and Dispute Committees

- 47.3.1 Chairs appointed to Review and Dispute Committees under clause 47.2 shall have relevant experience, be independent and command the confidence of management and staff.

- 47.3.2 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.

- 47.3.3 The Senior Deputy Vice-Chancellor will be responsible for selecting a Chair from that panel, having regard to the requirements of 47.3.1.

47.4 Operation of Review Committee

- 47.4.1 In undertaking its role a Review Committee shall:

- 47.4.1(a) provide an opportunity (including at least five 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;
- 47.4.1(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;
- 47.4.1(c) may interview people as it sees fit;
- 47.4.1(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;
- 47.4.1(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;
- 47.4.1(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;
- 47.4.1(g) conduct proceedings as expeditiously as possible with due regard for natural justice;
- 47.4.1(h) conduct proceedings in private (unless otherwise determined by the Committee);
- 47.4.1(i) keep a record of the proceedings, but not its deliberations, which will be made available on request by the employee and the University;

- 47.4.1(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;
 - 47.4.1(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;
 - 47.4.1(l) make its report available to the nominated person(s) as specified in clause 47.4.2; and
 - 47.4.1(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.
- 47.4.2 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 Academic Member of Executive 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.
- 47.4.3 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.
- 47.4.4 The Review Committee will report on its view as to whether:
- 47.4.4(a) there is sufficient evidence to uphold the recommendation of the Academic Member of Executive or the decision of the University; and
 - 47.4.4(b) the relevant procedure from clause 47.1.1 has been followed.
- 47.4.5 None of the steps or decisions taken by the Review Committee may be challenged by Clause 45 - Dispute Settling Procedures
- 47.5 Operation of Dispute Committee
- 47.5.1 The Dispute Committee shall assess the meaning and application of this Agreement in relation to the matter in dispute;
 - 47.5.2 The Dispute Committee shall attempt to resolve the matter by consensus, between the parties to the dispute, within five (5) working days of its first meeting; and
 - 47.5.3 The Dispute Committee shall report in writing to the Academic Member of Executive as to whether the dispute has been resolved and whether the procedure outlined in clause 47.1.2 has been followed.

PART G – MANAGING UNSATISFACTORY PERFORMANCE AND MISCONDUCT**48. Unsatisfactory Performance**

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

49. Misconduct

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

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

PART H – EMPLOYEE REPRESENTATION**50. Employee Representation**

50.1 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.

51. Right of Entry for Employee Representatives

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

PART I – CEASING EMPLOYMENT

52. Notice of Resignation or Retirement

- 52.1 Tenured, tenurable and fixed term employees shall be required to give not less than six months' notice in writing, provided that the University can agree to a shorter period of notice.
- 52.2 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.

53. Termination of Employment and Disciplinary Action

- 53.1 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 54 Termination of Employment on the Grounds of Ill Health.
- 53.2 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. Disciplinary action may take one of several forms as defined in Schedule C - Unsatisfactory Performance and Schedule D– Misconduct and will be determined by an Academic Member of Executive or the Vice-Chancellor as prescribed by these schedules.
- 53.3 Except as specifically provided herein to the contrary the terms of this Agreement shall cover exhaustively the subject matter concerned, and are to the exclusion of:
- 53.3.1 State and Territory law in respect of any matter subject to this Agreement; and
- 53.3.2 any law of the Commonwealth or an internal Territory of the Commonwealth, in respect of which the Australian Industrial Relations Commission has power to make an award which is not consistent with that law by reason of section 116 of the Act in respect of any matter subject to this Agreement to the extent that this Agreement is not consistent with that law.
- 53.3.3 Provided that the provisions in this Agreement shall be subject to and shall not affect the operation of:
- 53.3.3(a) any law empowering a State or Commonwealth industrial tribunal to order re-instatement of or compensation to an employee or to otherwise deal with the dismissal of that employee;
- 53.3.3(b) any other law empowering any court or tribunal external to an employer which has jurisdiction to deal with any causes of action or claims arising from actions taken by the University pursuant to this Agreement.
- 53.4 Any procedural requirements imposed by laws referred to in paragraph 53.3.2 above are entirely displaced and extinguished by force of this Agreement.
- 53.5 The University must not terminate the employment of an employee unless the academic has been given notice and/or compensation as required by section 661 of the Act provided that:
- 53.5.1 the University may terminate without notice the employment of an academic found to have engaged in conduct of a kind envisaged in section 661(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a period of notice; and

- 53.5.2 greater notice and/or compensation specified in the employee's contract of employment or in this Agreement shall prevail over section 661 of the Act.
- 53.6 This Agreement is to be read in conjunction with Division 4 of Part 12 of the Act provided that an employee shall be entitled to the benefit of:
- 53.6.1 any provision in this Agreement which is more favourable to the academic than any corresponding provision in the Act; or
- 53.6.2 any procedural step required by the Agreement in addition to the required procedural steps of the Act.
- 53.7 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.
- 53.8 The provisions of this clause shall not apply to casual employees.

54. Termination of Employment on the Grounds of Ill Health

- 54.1 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.
- 54.2 The Vice-Chancellor shall provide the employee with reasonable written notice which shall be not less than four 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 54.1 shall lapse forthwith and no further action shall, subject to subclause 54.3, be taken by the Vice-Chancellor under this clause.
- 54.3 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 54.2.
- 54.4 A copy of the medical report made by the medical practitioner pursuant to subclause 54.1 shall be made available to the Vice-Chancellor and to the employee.
- 54.5 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 54.6, 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 six (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.
- 54.6 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.
- 54.7 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.

- 54.8 Nothing in this clause prevents an employee from accessing workers compensation for work related injuries.
- 54.9 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 two months, save in exceptional circumstances, as prima facie evidence that such a medical examination would have found the staff member unable to perform his or her duties and unlikely to be able to resume them within 12 months, and may act accordingly.
- 54.10 The provisions of this clause shall not apply to casual employees.

PART J - OTHER MATTERS

55. Workplace Relations Training Leave

- 55.1 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 one 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.
- 55.2 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.
- 55.3 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.
- 55.4 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.
- 55.5 An employee must apply for Workplace Relations Training Leave at least four 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.
- 55.6 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.

56. Leave to Attend Workplace Relations Matters

- 56.1 The University will approve paid leave during ordinary working hours to an employee who is:
- 56.1.1 required to give evidence before any industrial tribunal;
 - 56.1.2 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.
- 56.2 The University will approve leave to attend workplace relations matters:
- 56.2.1 where an application for leave has been submitted with reasonable time in advance by the employee;
 - 56.2.2 for the minimum period required;
 - 56.2.3 for those employees whose attendance is essential; and
 - 56.2.4 when the operation of the University is not unduly affected or inconvenienced.
- 56.3 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.
- 56.4 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.

56.5 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

57. Anti-discrimination

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

58. Workplace Bullying

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.

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.

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.

The University encourages all employees to report workplace bullying.

59. Gender Pay Equity

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.

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

60. Family Friendly Workplace

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

In the presence of

Date :

Signed for and on behalf of
The National Tertiary Education Union
(The University of Western Australia
Branch)

In the presence of

Date :

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

In the presence of

Date :

SCHEDULE A
SALARIES AND CASUAL RATES

TABLE 1 - SALARIES

Level/Step	\$ pa (1.5%) Effective 8/12/08	\$ pa (1.5%) Effective 16/3/09	\$ pa (3%) Effective 09/11/09
Level A			
Point 1	51,128	51,895	53,452
Point 2	54,047	54,858	56,504
Point 3	56,969	57,824	59,559
Point 4	59,890	60,788	62,612
Point 5	62,267	63,201	65,097
Point 6	64,637	65,607	67,575
Point 7*	67,012	68,017	70,058
Point 8	69,383	70,424	72,537
Level B			
Point 1	73,036	74,132	76,356
Point 2	75,777	76,914	79,221
Point 3	78,514	79,692	82,083
Point 4	81,254	82,473	84,947
Point 5	83,991	85,251	87,809
Point 6	86,732	88,033	90,674
Level C			
Point 1	89,469	90,811	93,535
Point 2	92,208	93,591	96,399
Point 3	94,948	96,372	99,263
Point 4	97,687	99,152	102,127
Point 5	100,424	101,930	104,988
Point 6	103,166	104,713	107,854
Level D			
Point 1	107,730	109,346	112,626
Point 2	111,380	113,051	116,443
Point 3	115,034	116,760	120,263
Point 4	118,686	120,466	124,080
Level E			
Point 1	138,773	140,855	145,081

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

Classification	New Titles		Existing 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**

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:

$$\frac{\text{Level B Step 2 Annual } \$/52 + 23\%}{37.5} = \text{Casual Hourly Rate}$$

(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:

$$\frac{\text{Level A Step 6 Annual } \$/52 + 23\%}{37.5} = \text{Casual Hourly Rate}$$

(C) Rate applicable to all other duties: the base rate applicable to all other duties including tutoring rates not covered by paragraph (2) above is determined by reference to the second step of the full time Level A scale, and calculated as follows:

$$\frac{\text{Level A Step 2 Annual } \$/52 + 23\%}{37.5} = \text{Casual Hourly Rate}$$

The casual loading will increase from 23% to 24% effective from the first pay period in July 2009.

The applications of the above formulae to the casual rates (including the increase in the casual loading to 24%) are represented on the table below.

Casual Rates								
	Dec 08 (1.5%)	Casual Rate	Mar 09 (1.5%)	Casual Rate	Jul 09 (to 24%)	Casual Rate	Nov 09 (3%)	Casual Rate
	\$	\$	\$	\$	\$	\$	\$	\$
A. Level B Step 2/Lecturing & higher marking rate	\$75,777	\$47.80	\$76,914	\$48.51	\$76,914	\$48.91	\$79,221	\$50.38
B. Level A Step 6/Rate full subject co-ord or PhD	\$64,637	\$40.77	\$65,607	\$41.38	\$65,607	\$41.72	\$67,575	\$42.97
C. Level A Step 2/All other duties rate	\$54,047	\$34.09	\$54,858	\$34.60	\$54,858	\$34.88	\$56,504	\$35.93

1 Lecturing

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, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of lecture delivered, according to the following table:

- 1.1 Basic lecture (1 hour of delivery and 2 hours associated working time) (*previously a normal lecture*)
- 1.2 Repeat lecture (1 hour of delivery and 1 hour associated working time)

- 1.3 Developed lecture (1 hour of delivery and 3 hours associated working time)
(*previously a lecture requiring significant responsibility for planning and developing*)
- 1.4 Specialised lecture (1 hour of delivery and 4 hours associated working time) (*previously a lecture by a distinguished person*)
- (ii) 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 and student consultation reasonably contemporaneous with it.
- (iii) For the purposes of this award, 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.

2 Tutoring

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, reasonably contemporaneous marking and student consultation, shall be paid at a rate for each hour of tutorial delivered or presented, according to the following table.

- 2.1 Tutorial (1 hour of delivery and 2 hours associated working time)
- 2.2 Repeat tutorial (1 hour of delivery and 1 hour associated working time)
- 2.3 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)
- 2.4 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)
- (ii) 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 and student consultation reasonably contemporaneous with it.
- (iii) For the purposes of this award, 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.

3 Musical accompanying with special educational services

- (i) For musical accompanying, the casual employee shall be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered.
- (ii) For the purposes of this subclause, the term "musical accompanying with special educational service" means the provision of musical accompaniment to one 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.
- 3.1 Minimum salary per hour of musical accompanying - Musical accompanying (1 hour of delivery and 1 hour preparation time)
- 3.2 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)

4 Marking

Marking is divided into three categories. These are simple marking, standard marking and marking as a supervising examiner, or marking requiring a significant exercise of academic judgment.

Type of Marking

- 4.1 Minimum salary per hour of marking - Simple marking such as multiple choice examinations
- 4.2 Minimum salary per hour of marking - Standard marking (*previously routine marking*)
- 4.3 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*)
- 4.4 Minimum salary per hour of marking by an employee with a relevant doctoral qualification - Standard marking (*previously routine marking*)

5 Other Required Academic Activity (including Demonstrations)

- (i) 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.
 - (ii) For the purposes of this clause, "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:
 - the conduct of practical classes, demonstrations, workshops, student field excursions;
 - the conduct of clinical sessions other than clinical nurse education;
 - the conduct of performance and visual art studio sessions;
 - musical coaching, repititeurship, and musical accompanying other than with special educational service;
 - development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - consultation with students;
 - supervision; and
 - attendance at school/section and or faculty meetings as required.
 - (iii) For the purposes of this clause "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".
- 5.1 Minimum Salary per hour - Other Required Academic Activity
 - 5.2 Minimum Salary per hour - Delivered by an employee with a relevant Doctoral qualification - Other Required Academic Activity

Other University of Western Australia Rates

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:

6 Language Studies - conversation courses

- 6.1 Casual conversation rate by an employee without a relevant Doctoral qualification (casual demonstration rate)
- 6.2 Casual conversation rate by an employee with a relevant Doctoral qualification (casual demonstration rate)
- 6.3 Repeat conversation rate by an employee without a relevant Doctoral qualification
- 6.4 Repeat conversation rate by an employee with a relevant Doctoral qualification

7 School of Architecture and Fine Arts

- 7.1 Tutorials - Assistant
- 7.2 Demonstrations: Recent graduate (delivered by an employee with honours)
- 7.3 Demonstrations Current student (without an honours degree)
- 7.4 Demonstrations Recent Graduate (with relevant doctoral qualification)

8 Psychology - Laboratory tutorial/demonstration

- 8.1 Original by an employee without a relevant Doctoral qualification (Half original tutorial plus half casual demonstration rate)
- 8.2 Repeat by an employee without a relevant Doctoral qualification (Half repeat tutorial rate plus half casual demonstration rate)
- 8.3 Original by an employee with a relevant Doctoral qualification (Half original tutorial plus half casual demonstration rate)
- 8.4 Repeat by an employee with a relevant Doctoral qualification (Half repeat tutorial rate plus half casual demonstration rate)
- 8.5 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)
- 8.6 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)

9 Human Movement

- 9.1 Original professional instruction by an employee without a relevant Doctoral qualification (half basic lecturing rate plus half casual demonstration rate)
- 9.2 Original professional instruction by an employee with a relevant Doctoral qualification (half basic lecturing rate plus half casual demonstration rate)
- 9.3 Repeat professional instruction by (half repeat lecture rate plus half casual demonstration rate by an employee without a relevant Doctoral qualification)
- 9.4 Repeat professional instruction (half repeat lecture rate plus half casual demonstration rate by an employee with a relevant Doctoral qualification)
- 9.5 Laboratory tutorial/demonstration rate by an employee without a relevant Doctoral qualification (half original tutorial plus half casual demonstration rate)
- 9.6 Laboratory tutorial/demonstration rate by an employee with a relevant Doctoral qualification (half original tutorial plus half casual demonstration rate)

10 School of Music

- 10.1 Practical instruction by an employee without a relevant Doctoral qualification (Half basic lecturing rate plus half casual demonstration rate)
- 10.2 Practical instruction by an employee with a relevant Doctoral qualification (Half basic lecturing rate plus half casual demonstration rate)

11 Anatomy and Human Biology

- 11.1 Demonstration by medically qualified persons without relevant Doctoral qualification (2 hours at casual demonstration rate)

11.2 Demonstration by medically qualified persons with relevant Doctoral qualification (2 hours at casual demonstration rate)

Centre for Aboriginal Programmes

Tutor rates (DETYA rate). As determined by DETYA from time to time

As provided at Clause 17 – Salary Increases the rates detailed above will be varied to reflect:

1. The 1.5% salary increase payable at the commencement of the first pay period in December 2008.
2. The 1% increase in casual loading to 24% at the commencement of the first pay period in July 2009.
2. The 1.5% salary increase payable at the commencement of the first pay period in March 2009.
3. The 3% salary increase payable at the commencement of the first pay period in November 2009.

	\$ Effective 8/12/08	\$ Effective 16/03/09	\$ Effective 6/7/09	\$ Effective 9/11/09
	1.5%	1.5%	increase to 24%	3%
	(incl 23% loading)	(incl 23% loading)	(incl 24% loading)	(incl 24% loading)
Lecturing				
Basic lecture 1.1	143.40	145.53	146.73	151.14
Repeat lecture 1.2	95.60	97.02	97.82	100.76
Developed lecture 1.3	191.20	194.04	195.64	201.52
Specialised lecture 1.4	239.00	242.55	244.55	251.90
Tutoring				
Tutorial 2.1	102.27	103.80	104.64	107.79
Repeat Tutorial 2.2	68.18	69.20	69.76	71.86
Tutorial by PhD 2.3	122.31	124.14	125.16	128.91
Repeat Tutorial by PhD 2.4	81.54	82.76	83.44	85.94
Musical accompanying with special educational services				
Musical accompanying 3.1	68.18	69.20	69.76	71.86
Musical accompanying PhD 3.2	81.54	82.76	83.44	85.94
Marking				
Simple marking 4.1	31.52	31.99	32.31	33.28
Standard marking 4.2	34.03	34.54	34.89	35.93
Marking with judgement 4.3	47.68	48.40	48.88	50.35
Marking with PhD 4.4	37.59	38.15	38.54	39.69
Other required academic activity (including demonstrations)				
ORAA 5.1	34.08	34.60	34.88	35.93
ORAA with PhD 5.2	40.77	41.38	41.72	42.97
Language studies – conversation courses				
Casual conversation 6.1	34.08	34.60	34.88	35.93
Casual conversation with PhD 6.2	40.77	41.38	41.72	42.97

Repeat 6.3	22.72	23.07	23.25	23.95
Repeat with PhD 6.4	27.18	27.59	27.81	28.65
School of Architecture & Fine Arts				
Tutorials – Assistant 7.1	70.89	71.95	72.67	74.85
Demonstration – recent graduate 7.2	36.82	37.37	37.75	38.88
Demonstration – current student 7.3	34.08	34.59	34.94	35.99
Demonstration – recent graduate 7.4	37.58	38.14	38.53	39.68
Psychology – Laboratory tutorial/ Demonstration				
Original 8.1	68.18	69.20	69.76	71.86
Repeat 8.2	51.13	51.90	52.32	53.90
Original with PhD 8.3	81.54	82.76	83.44	85.94
Repeat with PhD 8.4	61.16	62.07	62.58	64.46
Practical for 410 8.5	68.18	69.20	69.76	71.86
Practical for 410 with PhD 8.6	81.54	82.76	83.44	85.94
Human Movement				
Original instruction 9.1	88.74	90.07	90.81	93.54
Original instruction with PhD 9.2	92.09	93.46	94.23	97.06
Repeat instruction 9.3	64.84	65.81	66.35	68.35
Repeat instruction with PhD 9.4	68.19	69.20	69.77	71.87
Tutorial/demonstration 9.5	68.18	69.20	69.76	71.86
Tutorial/demonstration with PhD 9.6	81.54	82.76	83.44	85.94
School of Music				
Practical instruction 10.1	88.74	90.07	90.81	93.54
Practical instruction with PhD 10.2	92.09	93.46	94.23	97.06
Anatomy & Human Biology				
Demonstration 11.1	68.18	69.20	69.76	71.86
Demonstration with PhD 11.2	81.54	82.76	83.44	85.94

SCHEDULE B

FIXED TERM EMPLOYMENT

1. "Fixed-term employment" means employment for a specified term or ascertainable period, for which the letter of appointment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specified task or project, upon the occurrence of which the term of employment shall expire), and for which, during the term of employment, the contract is not terminable, by the employer, other than during a probationary period, or for cause based upon serious or wilful misconduct.
2. 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 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 with the University shall not contain a probationary period of service unless involving significantly different duties and/or discipline.
5. "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" 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 **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.
 - 6.3 **Research**
 "Research" means a defined work activity by an employee engaged on research only functions for a contract period not exceeding five years.
 - 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 above Professor (Level E) such as Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor and Executive Deans and other such positions as agreed between the parties.

7. 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 a 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 for the purpose of filling a temporary vacancy; or
- 7.10 the fixed term appointment is for a Senior Academic Management position.

8. Notice

8.1 The University shall provide to a fixed term employee, who is employed on a contract for a specified task or project or research only functions or where recent professional experience is required, 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 determined as follows:

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

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 on the basis that:

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:
- the University has made a determination in accordance with clause 7 of this schedule and
 - the staff member seeks to continue employment, and
 - the staff member has been employed on a second or subsequent fixed term contract, and
 - the staff member is not employed on a fixed term contract to undertake predominantly research or specific task or project or is funded by an identifiable funding source external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students, and
 - the staff member has entered into the second and/or subsequent fixed term contract of employment after the date of certification of this Agreement.

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 clause 9.1, staff members 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 pay – Specific Task or project and research only function contracts

A fixed-term contract employee employed on a contract for a specific task or project or research only function who has not secured comparable alternative employment at the expiry of their contract because:

10.3.1 the same or substantially similar duties are not required by the University; or

10.3.2 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:

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

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

11 Continuous Service

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

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

SCHEDULE 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 termination 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.
- 2.1.3 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 Academic Member of Executive, 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 Academic member of Executive 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 Academic Member of Executive 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 Academic Member of Executive may then:

2.4.3(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

2.4.3(b) refer the matter back to the supervisor with a recommendation for further action to be undertaken to attempt to resolve the matter; or

2.4.3(c) discipline the employee in accordance with subclause 1.1.1 – 1.1.2; or

2.4.3(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.

2.4.3(e) The Academic Member of Executive will advise the supervisor and employee in writing of his/her decision.

2.5 Step Five - Disciplinary Action

2.5.1 Where the Academic Member of Executive recommends disciplinary action in accordance with clause 1.1.3 to 1.1.6, the employee has up to five (5) working days to request that the matter be referred to a Review Committee established in accordance with Clause 47 of this Agreement.

2.5.2 Where the employee does not elect to have the matter referred to a Review Committee the Vice-Chancellor will consider the recommendation of the Academic Member of Executive and advise the employee in writing of any decision, such decision to take effect no earlier than five 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 47 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 clause 47.4.4.

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

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

2.8.1(a) that he/she is satisfied that there has been no unsatisfactory performance; or

2.8.1(b) which disciplinary action he/she considers appropriate and how it will be enforced.

2.8.2 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 five (5) working days from the date of the Vice-Chancellor's letter.

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

2.8.4 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.

3 Transitional Provisions

On the date of the lodgement of this Agreement with the Office of Employment Advocate (Lodgement Date)

3.1 The provisions of Schedule C – Unsatisfactory Performance of the University of Western Australia Academic Staff Agreement 2004 will apply to any disciplinary proceedings that were commenced before the Lodgement Date.

3.2 The provisions of Schedule C of this Agreement will take effect and apply to any matter referred to the Vice-Chancellor or Senior Deputy Vice-Chancellor under clause 2.2 of this Schedule after the Lodgement Date.

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 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 Academic Member of Executive 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 Academic Member of Executive 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 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.
- 5.3 Where an employee has been suspended without pay, then any lost income shall be reimbursed if there is found to be no misconduct.
- 5.4 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 Academic Member of Executive in receipt of the report believes the allegation, if proven, would constitute misconduct or serious misconduct, the Academic Member of Executive may commission an investigation.
- 6.1.2 Where an investigation has been commissioned in accordance with sub-clause 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 sub-clause 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 sub-clause 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:

- 6.1.5(a) detail of the alleged misconduct;
- 6.1.5(b) detail of the facts;
- 6.1.5(c) an outline of any evidence and documents relied on;
- 6.1.5(d) conclusions reached on the evidence provided; and
- 6.1.5(e) any mitigating circumstances.

6.1.6 A copy of the completed investigation report shall be provided to the Academic Member of Executive and the employee. The employee may comment on the report in writing within five (5) working days of its receipt.

6.2 Referral of the investigation report to the Academic Member of Executive

6.2.1 On receipt of the investigation report and employee's response, the Academic Member of Executive may:

- 6.2.1(a) take no further action; or
- 6.2.1(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 Academic Member of Executive has received a further report and the employee's comments on that report; or
- 6.2.1(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 Academic Member of Executive

6.3.1 Written notification of any recommendation by an Academic Member of Executive that disciplinary action be taken shall be provided to the employee.

6.3.2 Subject to sub-clause 6.3.3, within five (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 47 of this agreement.

6.3.3 In seeking a review pursuant to sub-clause 6.3.1 above, the employee must state the grounds upon which s/he is 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 Academic Member of Executive.

6.3.4 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.

6.3.5 Where an employee seeks a review of the recommendation, the Academic Member of Executive 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 five (5) working days, the employee does not seek a review the Academic Member of Executive shall forward the matter under sub-clause 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 clause 1.1.1 to 1.1.5 of this Schedule.

6.5.2 The Vice-Chancellor may impose disciplinary action as described in clause 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.

6.6 Transitional Provisions

On the date of the lodgement of this Agreement with the Office of Employment Advocate (Lodgement Date):

6.6.1 The provisions of Schedule D – Misconduct of the University of Western Australia Academic Staff Agreement 2004 will apply to any disciplinary proceedings that were commenced before the Lodgement Date;

6.6.2 The provisions of Schedule D of this Agreement will take effect and apply to any matter referred to the Vice-Chancellor or Senior Deputy Vice-Chancellor under clause 2.2 of this Schedule after the Lodgement Date.

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 clause 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.
- 2.5 An employee who is advised in accordance with clause 2.1 that their position is surplus to requirements, the employee may apply to the Vice-Chancellor or the Senior Deputy Vice-Chancellor within eight 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 the Senior Deputy Vice-Chancellor an application 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 47 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 six months from the date of notification provided that:
- 4.2.1 The employer may pay to the employee an amount equal to six 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 four 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 ten years and two weeks pay for each subsequent completed year of service with the University, to a maximum entitlement of 78 weeks' salary;
- 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 661 of the Workplace Relations Act 1996 or the contract of employment of the employee plus;
- 5.1.2 if the employee is over 45 years of age twelve months notice of termination;
- 5.1.3 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 3years	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 9 – 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 four (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 five (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;
 - 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:
 - 9.8.2 (a) owned and occupied by him or her;
 - 9.8.2 (b) which he or she was purchasing under a contract of sale providing for vacant possession; or
 - 9.8.2 (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:
 - 9.12.2 (a) more than 2 years after the date on which the academic takes up duty in new locality; or
 - 9.12.2 (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:
 - 9.13.1 (a) the spouse of that employee;
 - 9.13.1 (b) a dependant of that employee; or
 - 9.13.1 (c) the spouse and a dependant of that employee; or
 - 9.13.2 in the case of any other employee, solely or jointly or in common with a dependant.

SCHEDULE F

MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)

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 four 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 commonsense 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 commonsense 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
 - 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 two 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;
 - 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.
- 11.8.1 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.
- 11.9 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.
- 11.10 In accordance with established procedures no report on any staff member involved in a grievance shall be officially filed* 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.
- 11.11 No report on any staff member involved in a grievance shall be filed on any school/section file.
- 11.12 "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 one 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 there employment will cease on completion of the current contract.
7. The following provisions do not apply to staff on ongoing contingent funded research contract of employment:
 - 7.1 where funding for continuation of an ongoing contingent funded research contract position ceases, the consultation provisions of Clause 43 – Consultation on Organisational Change in respect to the contingent position that staff member occupies.
 - 7.2 clause 44- 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 8.1 and 8.2 above, the staff member will be provided notice and severance payments under clause 10.
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
More than 1 year up to and including 2 years	4 weeks' pay
More than 2 years up to and including 3 years	6 weeks' pay
More than 3 years up to and including 4 years	7 weeks' pay
More than 4 years up to and including 9 years	8 weeks' pay
More than 9 years up to and including 10 years	9 weeks' pay
More than 10 years	12 weeks' pay

11. Staff are excluded from the above severance scales where the:
- 11.1 Staff member declines the further employment;
12. Staff member does not seek to continue the employment;
13. Staff member obtains further employment within the University without the loss of accrued entitlements;
14. University assists the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.
15. 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.
16. 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

REVIEWS

1. During the life of this Agreement and in consultation with the parties the University will commence a review of offshore work including terms and conditions.