

THE UNIVERSITY OF WESTERN AUSTRALIA
PROFESSIONAL AND GENERAL STAFF AGREEMENT 2014



BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA

AND

THE COMMUNITY AND PUBLIC SECTOR UNION (CPSU)

UNITED VOICE

THE AUSTRALIAN MANUFACTURING WORKERS UNION (AMWU)

NATIONAL TERTIARY EDUCATION INDUSTRY
UNION (NTEU)

PART A - PRELIMINARIES

1. Title

This Agreement shall be known as The University of Western Australia Professional and General Staff Agreement 2014.

2. Arrangement

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3. Application of the Agreement

- 3.1 This Agreement is binding according to its terms upon:
- 3.1.1 The University of Western Australia (the University);
 - 3.1.2 The Community and Public Sector Union (CPSU);
 - 3.1.3 United Voice;
 - 3.1.4 The Australian Manufacturing Workers Union (AMWU);
 - 3.1.5 The National Tertiary Education Industry Union (NTEU); and
 - 3.1.6 All University employees to whom this Agreement applies who may be classified as Professional and General Staff.
- 3.2 This Agreement does not apply to:
- 3.2.1 Persons employed as Academic Staff;
 - 3.2.2 Executive Directors and the University Librarian;
 - 3.2.3 Persons employed in teaching non-award English Language courses;
 - 3.2.4 Persons involved in the operation of child care facilities; or
 - 3.2.5 Persons principally employed in:
 - (a) The operation of theatrical and University Club venues used predominantly for commercial purposes; or
 - (b) Production companies engaged in the production of theatrical, musical or other entertainment on a commercial basis.
- 3.3 This Agreement is an Enterprise Agreement pursuant to Section 172 of the *Act* and supersedes and replaces The University of Western Australia Professional and General Staff Agreement 2010 (AG No 2010/18162).
- 3.4 Policy, procedures or guidelines referred to in this Agreement are not incorporated as a term of the Agreement.

4. Professional and General Staff Consultative Committee (PGCC)

4.1. Role of the Committee

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

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

The PGCC will usually meet on a quarterly basis.

4.2. Membership

The committee comprises:

- 4.2.1 Director, Human Resources as Chair;
- 4.2.2 3 nominees of the Chair;
- 4.2.3 3 employee nominees from the Unions: 1 from the CPSU or nominee of the CPSU, 1 from the NTEU and 1 from United Voice; and
- 4.2.4 3 elected employee representatives.

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

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

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

4.3 **Elections**

4.3.1 Elections for positions on the Committee will occur annually. 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 employees of the PGCC to perform those functions specified in this Agreement. In particular, employee representatives on the PGCC will require time release to sit on committees and panels, for consultation, and in relevant negotiations.

5. **Term**

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

6. **Agreement Closed and Comprehensive**

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

7. **Aim of the Agreement**

7.1 The significant contribution made by employees in the advancement of the University's strategic goals and priorities is recognised. It is the intention that this Agreement represents conditions of employment that seek to establish a basis and environment that is both supportive of employees and the achievement of the goals reflected in the University's Strategic Plan 2014-2020. The University identifies a key capability of the Strategic Plan is to attract, develop and retain the highest quality academic and professional staff and to support development of their full potential.

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

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

7.3.1 Fair treatment of employees;

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

7.3.3 A workplace culture that values work life balance.

8. Definitions

8.1	Academic Year	Means the timetable as set out for the relevant School or Section.
8.2	Act	Means the <i>Fair Work Act 2009</i> .
8.3	Afternoon Shift	Means a shift commencing at or after 12 noon and before 6.00 pm.
8.4	Casual	Means an engagement specified as such at the time and is employed by the hour and paid on an hourly basis in accordance with the appropriate classification. The amount of casual loading is outlined at Schedule F – Categories of Employment.
8.5	Day Shift	Means a shift commencing at or after 6.00 am and before 12 noon.
8.6	Employee Representative	Means a union representative or a person nominated by an employee to provide support and/or to make representations to the University on their behalf, and who is not currently a practising solicitor or barrister.
8.7	Employer	Means The University of Western Australia constituted under authority of the <i>University of Western Australia Act 1911</i> .
8.8	FWC	Means Fair Work Commission.
8.9	Fixed-term	Means a fixed-term appointment as defined in Schedule F – Categories of Employment.
8.10	Funds Available	Means the sum of money which is allocated for the payment of salary, salary related allowances and on-costs.
8.11	FTE	Full-Time Equivalent.
8.12	Head	Dean, Head of School or Section or as otherwise defined under the University's delegations but does not include a Head of Discipline.
8.13	Level	Means a classification level from the 10 level structure set out in accordance with Schedule A – Classification and Salary Schedule.
8.14	Night Shift	Means a shift commencing at or after 6.00 pm and before 6.00am.
8.15	Ongoing Contingent Funded Research Contract	Means an appointment made in accordance with Schedule F – Categories of Employment.
8.16	Part-Time	Means an engagement in which the appointee is required to work a certain number of hours, but less than 37.5 hours per week on a regular basis each week.
8.17	President	Means President of the NTEU UWA branch.

8.18	Pre Translation	Means a member of the professional and general staff employee covered by this Agreement who was an employee of the University as at 19 April 1994 and who has been continually employed on an ongoing or fixed-term capacity since that date.
8.19	Research Grant	Means a sum of money made available to the University for the conduct of a specific research project or programme which is to be undertaken over a specified period of time.
8.20	Registered Health Practitioner	Means a Health Practitioner who practices in a Health Profession as defined under the <i>Health Practitioner Regulation National Law Act 2009</i>
8.21	Salary Horizon	Means the maximum salary that a pre translation employee could have attained for the classification of the position occupied as at 19 April 1994.
8.22	Salary Protection Point (SPP)	Means those identified points on the Salary Schedule (shown at Schedule A – Classification and Salary Schedule) that can be accessed by pre translation employees in order to protect their previous salary horizon.
8.23	Senate	Means the Senate of The University of Western Australia constituted under the authority of <i>The University of Western Australia Act 1911</i> .
8.24	Union	Means: <ul style="list-style-type: none"> • The Community and Public Sector Union (CPSU); and/or • United Voice; and/or • The Australian Manufacturing Workers Union (AMWU); and/or • The National Tertiary Education Industry Union (NTEU).
8.25	University	Means The University of Western Australia constituted under the authority of <i>The University of Western Australia Act 1911</i> .
8.26	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/her nominee.

9. Availability of Agreement

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

10. Indigenous Australian Employment

- 10.1 The University is committed to furthering the employment of Indigenous Australians. The University will during the life of this Agreement continue to develop and promote the University's Indigenous Employment and Career Development Policy consistent with the University's Workforce Diversity Strategy and the operational needs of the University.
- 10.2 The Indigenous Employment Steering Committee will continue to operate as a partnership between the School of Indigenous Studies and the University.
- 10.3 The University will take active measures over the life of the Agreement to achieve the target for employment of Indigenous Staff Members as provided at 2.3 of the 2014 -2016 Mission-based Compact made between the University and the Commonwealth.
- 10.4 The objectives of the policy include:
 - 10.4.1 Maximising staff development and career planning opportunities by promoting the transfer of job skills and information in order to increase Indigenous staff's knowledge, independence, remuneration, job security and self-sufficiency; and
 - 10.4.2 Increasing the employment of Indigenous Australians, consistent with subclause 10.2, by fostering their employment and participation at all levels of work activity within the University.
- 10.5 In the pursuit of these objectives it is envisaged that the University will:
 - 10.5.1 Respect and consider the cultural, social and religious systems practiced by Indigenous Australians;
 - 10.5.2 Support participation of Indigenous Australians in activities of a cultural and ceremonial nature, recognising that the provision of paid leave for such purposes has a direct impact on the effectiveness of Indigenous Australians as employees and is therefore of direct benefit to the University;
 - 10.5.3 Ensure employees are supported by institutional policies and procedures aimed at eliminating racism in the workplace and making the institution culturally responsive and responsible; and
 - 10.5.4 Recognise the importance of NAIDOC week activities for Indigenous Australians and support their participation in these activities as legitimate staff development.

- 10.6 In support of the participation of Indigenous Australians in activities of a cultural or ceremonial nature in addition to the leave entitlements prescribed at Clause 41 – Short, Compassionate/Bereavement, Ceremonial/Cultural Leave an additional 2 days ceremonial/cultural leave is available to Indigenous Australians in any one calendar year. Leave provided under this Clause does not accumulate year to year.

PART B - APPOINTMENTS/TERMINATIONS/CLASSIFICATIONS

11. Appointments

- 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 Where a position is to be filled on an ongoing or fixed-term basis, a written offer of appointment will be made. Offers will include:
- 11.2.1 The title of the position;
 - 11.2.2 If the position is part-time, the employment fraction;
 - 11.2.3 The salary range applicable for the position;
 - 11.2.4 The commencing salary;
 - 11.2.5 Whether the position is ongoing or fixed-term, in which case it shall specify the term for which the position is being offered;
 - 11.2.6 Any probationary period applicable; and
 - 11.2.7 Whether the position is subject to external funding and the consequences for continued employment in the event that funds are withdrawn.
- 11.3 Every appointee, except one engaged on a casual or fixed-term appointment of less than 12 months shall in the first instance be appointed on probation only and may be continued in such probationary appointment for a period of up to 6 months. On the expiry of the period of probation the Vice-Chancellor may, on the recommendation of the Head, confirm or annul the appointment or extend the period of probation for a further period or periods not exceeding 6 months, but so that in any event the total period of probation shall not exceed 12 months. Should an appointee on probation have the period of probation extended the appointee shall be notified of the reason in writing not less than 2 weeks prior to the conclusion of the initial probationary period.
- 11.4 An employee shall be advised of, and given an opportunity to make response to any adverse material about the employee which the University intends to take into account in a decision to annul the employment upon or before the expiry of the period of probation.
- 11.5 Appointment to a fixed-term contract shall be in accordance with Schedule F – Categories of Employment.

12. Employment

12.1 Contract of Service

- 12.1.1 The contract of service shall be by the month and may be terminated by not less than 1 months' notice on either side given in writing on any day or by the payment or forfeiture as the case may be, of 1 month's salary, except as otherwise provided in this Clause. Provided that:
- (a) During the probationary period the contract of service may be terminated by 2 weeks' notice on either side given in writing on any day or by the payment or forfeiture, as the case may be, of 2 weeks' salary; and
 - (b) A lesser period of notice may be given at any time if the employer and the employee agree.

- 12.1.2 The contract of service for an ongoing contingent funded research, fixed-term or casual employee shall be in accordance with Schedule F – Categories of Employment.
- 12.1.3 Where a contract of service has been entered into and the monies allocated for salary purposes are funded from research grants or other externally controlled monies and a variation occurs in the salary prescribed for the level of work undertaken and there are insufficient funds available in the monies allocated for salary purposes, including on-costs, to meet the increase then the period of employment may be reduced by the period necessary to allow payment of the increase from the funds available. Provided that where, as a result of the variation, there are insufficient funds to continue the appointment the contract of service shall be terminated in accordance with subclause 12.1.1 of this Clause.

12.2 Misconduct

- 12.2.1 Where a matter of misconduct by an employee is to be investigated by the University, the Vice-Chancellor may suspend the employee, with or without pay, whilst the investigation is undertaken.
- 12.2.2 If in the case of a matter of misconduct not being substantiated after an investigation has been undertaken, then reinstatement of pay will occur if the employee has been suspended without pay.
- 12.2.3 In the case of a finding of misconduct by an employee, the Vice-Chancellor may decide upon one of the following courses of action:
- (a) Reprimand or censure the employee;
 - (b) Withhold an increment of salary, where applicable, for a period not exceeding twelve months;
 - (c) Suspend the employee for a period with or without pay; or
 - (d) Terminate the employment of the employee.
- 12.2.4 The Vice-Chancellor may approve a reinstatement of pay if in circumstances the employee can demonstrate that the suspension of pay would cause significant and unmanageable financial hardship.
- 12.2.5 The procedures for a misconduct matter are outlined at Schedule J – Misconduct.

12.3 Redeployment, Redundancy and Retrenchment

- 12.3.1 An employee who holds an ongoing appointment and whose position becomes surplus to requirements shall be treated in accordance with Schedule E - Redeployment, Redundancy and Retrenchment.

12.4 Home-based Work

- 12.4.1 An employee who enters into a Home-based Work arrangement shall be treated in accordance with the University's Home-based Work Policy.

13. Termination

- 13.1 Where the Vice-Chancellor decides to terminate in accordance with Clause 12 – Employment of this Agreement, other than in the case of a casual employee or an employee on probation, the employee shall be advised in writing of the decision and the reason for it.

- 13.2 Any dispute between the University and the employee (who may choose to be represented by their employee representative) as to whether the reasons giving rise to the notice of intention to terminate are correct or justifiable or warrant such action may be referred to the FWC in accordance with the *Act* for determination.
- 13.3 The provision of subclause 13.2 shall not apply to probationary employees or to casual or fixed-term employees at the expiry of the term.

14. Working Arrangements

The University supports employees having access to flexible working arrangements, subject to operational requirements.

14.1 Working Hours

- 14.1.1 Subject to this Clause, the normal hours of duty shall be 37.5 per week to be worked in one period of 7.5 hours per day (exclusive of meal breaks) between the hours of 6.00 am and 8.30 pm Monday to Friday inclusive, provided that by agreement between the University and an employee, the hours may be varied from time to time for that employee.
- 14.1.2 The implementation of the working of ordinary hours referred to in 14.1.1 above shall be agreed in each work location to reflect work demands, the needs of employees and the needs of clients. Any employee who is unable to work beyond 6.00 pm due to family responsibilities or who for any other reason is aggrieved and where agreement cannot be reached at the local level the matter shall be progressed under Clause 52 - Grievance Settlement Procedures of this Agreement. Whilst grievance settlement procedures are taking place, existing working arrangements shall continue.
- 14.1.3 In implementing the working of ordinary hours referred to in 14.1.1 above employees will be provided with a minimum of 4 weeks' notice when it is intended to vary the hours normally worked by the employee or employees. Provided that an employee may agree to accept a shorter period of notice in which case any variation to the hours may commence prior to the 4 week notice period having expired.
- 14.1.4 The normal hours of duty for the Security Superintendent shall be 10 am – 6.00 pm Monday, Tuesday, Wednesday and Friday and 4.00 pm - 12 midnight on Thursdays. Provided that with the agreement of the employee the hours worked may be varied to meet operational requirements.
- 14.1.5 The normal hours of duty referred to in subclause 14.1.1 may in the case of cleaning and gardening staff be worked between the hours of 5.00 am and 6.00 pm provided that any arrangements whereby the commencement time is earlier than 6.00 am are made with the agreement of the employee. Where such agreement is reached to commence work prior to 6.00 am the hours worked do not constitute a shift and the provisions of Clause 28 – Shiftwork: Conditions and Allowance shall not apply.
- 14.1.6 The employee may consult with their employee representative on any recommended change to the hours worked.

14.2 Flexible Working Hours

- 14.2.1 Where the working of flexible hours of duty by an employee is deemed practicable the employee will be given this option, as prescribed by this Clause, or by arrangements approved by the Vice-Chancellor.
- 14.2.2 An employee who works flexible hours may select their own start and finish times between the hours of 6.00 am - 8.30 pm Monday-Friday, provided that they perform the work required and attend at specific times as required by their supervisor.
- 14.2.3 An employee who works flexible hours is required to be on duty for all core time periods as stipulated in University policy unless the employee is on approved leave or unavoidably absent due to illness.
- 14.2.4 The settlement period for recording time worked shall consist of 4 weeks and the normal hours of work shall be 150 hours. Hours in excess of 150 hours to a maximum of 22.5 hours will carry over into the next settlement period. Any credit hours in addition to 22.5 hours will be lost unless there is approval by the Head to bank the flexi leave beyond 22.5 hours. Flexi leave which has been banked will not be paid out and must be cleared within a 12 month period. The Head and the employee must ensure that flexi leave is cleared at a mutually convenient time.
- 14.2.5 An employee who has in excess of 15 debit hours at the end of the settlement period will enter into an arrangement to clear the debit hours. The employee may choose to work the additional hours to make up the time, offset the debit against their leave or, have the salary equivalent of those hours debited against their salary. Employees who continue to have excess debit hours may be placed on standard working hours.
- 14.2.6 The Head may approve the accumulation of debit hours in excess of 15 hours to accommodate fluctuating or seasonal workloads without the requirement to take leave without pay. The Head and the employee are responsible for ensuring accumulated debit hours are cleared within a mutually agreed timeframe.
- 14.2.7 Flexi leave may be taken in minimum periods of 1 hour and may be taken on consecutive days to a maximum of 22.5 hours, where it is practicable and convenient.
- 14.2.8 The supervision of flexible working hours in accordance with this Clause and University policy is the responsibility of the Head or nominee.

14.3 Annualised Hours

- 14.3.1 Subject to Equal Opportunity of Employment, Affirmative Action and Occupational Health & Safety policies of the University, approval may be given by an authorised officer for an employee to work annualised hours where it is deemed practicable and convenient. In establishing the arrangements for annualised hours, the employee may elect to be represented by an employee representative.

14.3.2 Every arrangement to work annualised hours is to be applied for a specifically negotiated period. The period is to be a maximum of 1 year and a minimum of 1 month. The employee or the employer may provide notice at any time of their intention to withdraw from the annualised hours work arrangement. The notice period required shall be 4 weeks provided that a lesser period of notice may be given at any time if the employer and the employee agree.

14.3.3 Based on the requirement that a full-time employee works 1731 hours per annum, these hours may be annualised and the following limits shall apply:

Time Period	Maximum Hours that may be Worked
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Per Week	48 hours
Per Day	10 hours

14.3.4 Work will normally be conducted Monday to Friday provided that hours worked in excess of 10 hours on any day Monday to Friday or any hours worked on a Saturday or Sunday will be paid in accordance with Clause 24 – Overtime.

14.3.5 The following details must be negotiated, documented in writing and agreed to by the employee prior to the commencement of any arrangement to work annualised hours:

- (a) The commencement and end dates of the annualised working arrangement;
- (b) The dates when the employee will clear hours accumulated as a result of entering into an annualised hours work arrangement;
- (c) Whether there is a requirement for the employee to be present at the workplace for any specified times; and
- (d) A copy of the documented agreement will be forwarded to Human Resources for retention.

14.4 Academic Year Employment

14.4.1 The University may make appointments to vacant positions for a paid year normally to coincide with the academic year. In these circumstances employees will receive an annualised salary calculated on a pro-rata basis in the proportion of the hours worked over the year.

14.4.2 Leave shall be taken in line with rosters developed by the Head or nominee and shall count as service for Long Service Leave and increment purposes. All leave taken during the appointment will be paid at the annualised salary rate.

14.4.3 Payment to an employee proceeding on annual leave, in excess of the current year entitlement, or Long Service Leave shall be calculated on a pro-rata basis having regard for any period of full-time or part-time employment.

14.4.4 Personal leave or any other paid leave shall be paid at the annualised salary rate of full-time salary.

14.4.5 An employee who is required to work overtime shall be entitled to payment in accordance with the provisions of Clause 24 – Overtime and such payment shall be based on the full-time rate of pay applicable to the classification of the position occupied.

- 14.4.6 For the period of appointment, superannuation contributions shall be based on the actual salary paid.
- 14.4.7 No existing employee will be required to convert to an Academic Year appointment, however nothing precludes an employee from requesting this form of employment.
- 14.4.8 Prior to advertising positions on this basis, it will be necessary to demonstrate that the duties of the vacant position are closely linked to commitments of the academic year and activities which are predominantly student driven.

15. Part-Time Working Arrangements

The University supports employees having access to flexible working arrangements, subject to operational requirements.

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

Formula for calculation of salary:

$$\frac{\text{Hours worked each fortnight}}{75} \times \frac{\text{Full-time fortnightly salary}}{1}$$

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

15.3.1 Hours of Duty

Except as agreed between the employer and the employee, the parameters for the working of “ordinary hours” shall be the same as the span of hours provided in subclause 14.1 of this Agreement.

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

There may be reasons for temporary variations to an employee’s ordinary working hours. As the usual reasons for seeking part-time employment are because of other commitments, any variations must be agreed to by the part-time employee. The employer must provide the employee with at least 2 working days’ prior notice of any variation to the employee’s ordinary working hours. In cases where the required notice is not provided and the employee’s ordinary working hours are varied the additional hours worked shall be paid at overtime rates.

If agreement is reached to vary an employee’s ordinary working hours pursuant to this subclause:

- a) Time worked to 7.5 hours on any normal working day is not to be regarded as overtime but an extension of the ordinary hours for that day and shall be paid at the normal rate of pay;

- b) Overtime shall not be payable unless the total time worked on any normal working day is 8 hours or more.

Additional days worked, up to a total of 5 days per week, are also regarded as an extension of the contract and should be paid at the normal rate.

15.3.2 Annual Increments

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

15.3.3 Leave

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

Payment to an employee proceeding on Annual Leave and Long Service Leave shall be calculated on a pro-rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.

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

15.3.4 Holidays

A part-time employee shall be entitled to the holidays as prescribed in Clause 39 – Holidays and Christmas Closedown of this Agreement without deduction of pay in respect of each holiday which falls on a day ordinarily worked by the part-time employee.

16. Classification Review and Appeal

- 16.1 All Professional and General staff positions pursuant to this Agreement will be classified according to the Professional and General staff classification structure as specified in Schedule A – Classification and Salary Schedule consistent with the broad level classification descriptors as specified in Schedule B – Descriptors, which shall form the primary basis for determining position classifications.
- 16.2 An employee or Head may make an application to Human Resources for a determination with respect to the title and/or classification of a position once every 12 months. An employee has the right to apply for a classification review of their position, irrespective of any recommendation of support by the Head.
- 16.2.1 On receipt of an application for a classification review, Human Resources will advise the applicant when the review will occur and assess the application against the classification criteria at Schedule B – Descriptors of this Agreement. During this process there may need to be an interview with the supervisor or applicant to clarify duties in the position. Where this is required the applicant will be given 3 days' notice and an indication of what will be discussed at the interview.
- 16.2.2 Once the classification of the position is reviewed, a report and recommendation is provided to the Deputy Director Human Resources or their nominee.

- 16.2.3 Where the application for reclassification is successful the new classification level is payable from the first pay period after the date of receipt of application.
- 16.3 Where an employee has been unsuccessful in a classification review, the employee may lodge an appeal. The appeal must be lodged with the Director, Human Resources within 14 days of the date of notification of the University's determination. The Chair of the CRC may accept late lodgement of appeals where in his/her view sufficient extenuating circumstances exist.
- 16.4 The Director, Human Resources shall be responsible for ensuring that the appeal is referred promptly to the Classification Review Committee for determination as per Schedule C – Position Classification Review in this Agreement. Reclassification appeals will be heard and resolved where practicable within 3 months of the appeal being received by Human Resources.
- 16.5 The University shall retain the right to determine:
 - 16.5.1 The title and/or classification of any new or vacant positions, having regard to the duties and responsibilities attached to those positions;
 - 16.5.2 The title and/or organisational structure for any current position and/or groups of positions;
 - 16.5.3 The criteria for appointment or promotion to any position and/or groups of positions.
- 16.6 Any determination made under this Clause shall be effective from the beginning of the next pay period following the date of receipt of the application by Human Resources.
- 16.7 The provisions of this Clause shall not apply to casual employees.

PART C – EMPLOYMENT CONDITIONS

Section 1: Remuneration

17. Payment of Salaries, Allowances and Overtime

- 17.1 Salaries (including allowances and overtime) shall be paid fortnightly by direct electronic transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the Vice-Chancellor or nominee. Provided that where such form of payment is impractical or where some exceptional circumstances exist, payment may be made by cheque.
- 17.2 Payment of any allowance prescribed by this Agreement shall be effected no later than the second pay day following the pay period in which payment of the allowance was approved.
- 17.3 Payment for overtime worked in accordance with Clause 24 – Overtime shall be effected no later than the second pay day following the pay period in which the overtime was worked.
- 17.4 A fortnight's salary shall be computed by dividing the full-time annual salary by 313 and multiplying the result by 12.
- 17.5 The hourly rate shall be computed as one seventy-fifth of the fortnight's salary.
- 17.6 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.
- 17.6.1 In circumstances where an employee does not have access to electronic payslips, arrangements may be made for receipt of a hard copy payslip.

18. Salaries

18.1 Salary Payments

- 18.1.1 All Professional and General staff employed by The University will be paid no less than the minimum rate prescribed for the appropriate classification level of their position.
- 18.1.2 The salary rate listed in Level 10 shall be the guaranteed minimum rate payable to employees at this level. The remuneration payable to all future appointments to Level 10 occurring after the date of this Agreement shall be as agreed between the University and the appointee but shall not be less than that prescribed for Level 10 from time to time.
- 18.1.3 Apprentices are to be paid the following percentage rate of the first point of Level 3:
- | | | |
|----------------------|---|-----|
| 1 st year | - | 42% |
| 2 nd year | - | 55% |
| 3 rd year | - | 75% |
| 4 th year | - | 88% |
- 18.1.4 Provided that an adult apprentice shall not be paid at a rate less than the Adult Minimum Wage.
- 18.1.5 Students employed on a casual basis in the University Library to perform general clerical and library functions are to be paid 80% of the first point of Level 2.

18.2. Salary Packaging

- 18.2.1 Notwithstanding the salaries contained in subclause 18.1 and Schedule A and any other provision of this 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.
- 18.2.2 Where the University and an employee enter into a salary packaging agreement, by acting in accordance with the salary packaging agreement, the University shall be taken to have satisfied its obligation under subclause 18.1 and Schedule A – Classification and Salary Schedule of this Agreement.
- 18.2.3 Each employee who elects to salary package will be required to enter into a Salary Packaging Agreement with the University.
- 18.2.4 In respect of an employee who enters into a salary packaging agreement, the salary rate that would otherwise be applicable to the employee under subclause 18.1 and Schedule A – Classification and Salary Schedule of this Agreement shall be used as the basis to calculate entitlements in respect of:
- (a) Higher duties allowance;
 - (b) Leave loading;
 - (c) Outstanding leave due upon termination of employment;
 - (d) Redundancy/early retirement payments;
 - (e) Overtime (including commuted overtime); and
 - (f) Shift work.
- 18.2.5 While an employee who has entered into a salary packaging agreement is on any form of paid leave during employment including, for example, Annual Leave and Long Service Leave, the employee shall continue to be paid in accordance with the terms of the salary packaging agreement.
- 18.2.6 An employee shall continue to be paid in accordance with the terms of the salary packaging agreement during any form of paid leave.
- 18.2.7 This Agreement will be varied to the extent necessary to give effect to legislative changes associated with salary packaging.

19. Training Rate

- 19.1 Training arrangements and salaries for designated positions shall be in accordance with Schedule H – Traineeships.

20. Employees Eligible for a Supported Salary

- 20.1 Nothing in this Agreement will prevent the full operation of the 'Supported Wage System' which means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as provided in the University's Supported Wage Scheme policy.
- 20.2 A staff member covered by the supported wage system will be paid according to the National Minimum Wage Order, as adjusted from time to time, the greater of either \$78 per week or a percentage of the relevant base salary rate for the class of work in which the person is performing which corresponds to the assessed percentage of capacity (10 - 90 %). Where a person's assessed capacity is 10%, he or she will receive a high degree of assistance and support.

21. Salary Increases

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

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

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

22. Incremental Progression

- 22.1 Subject to satisfactory performance an employee shall proceed by annual increments from the minimum to the maximum of the salary range appropriate to the classification allocated to the position occupied in accordance with the following procedures:
- 22.1.1 The employee's supervisor shall discuss performance of duties no later than 1 month before an increment is due.
- 22.1.2 The employee's supervisor, following discussion with the employee, shall submit an incremental report recommending either payment or deferral of the increment provided that where the employee's supervisor fails to submit an incremental report the employee's increment will proceed automatically.
- 22.1.3 Where deferment of an increment is recommended the report shall detail the steps which have been undertaken to address unsatisfactory performance or behaviour in accordance with the University's procedures and Schedule K – Unsatisfactory Performance for handling unsatisfactory job performance and unsatisfactory job-related behaviour. The employee shall be informed by the supervisor of the reasons therefore and be entitled to reply in writing and to have the reply considered by the Director, Human Resources. The Director, Human Resources shall review the report and consult with the Head before determining whether the recommendation to withhold an increment will be approved. The Head and the employee will be informed of the decision by the Director, Human Resources.
- 22.1.4 In the event that an increment is deferred the supervisor shall counsel the employee and identify the steps the employee should take to improve their performance.
- 22.1.5 The decision to defer an increment shall be reviewed within a period not exceeding 4 months of the date of deferral.
- 22.1.6 Any subsequent approval for payment of an increment shall be effective from the date approval to proceed is granted. Thereafter, future annual increments shall become due on the original anniversary date.
- 22.1.7 Subject to Clause 42 – Leave Without Pay, the date of incremental adjustment of salaries shall be the anniversary of:

- (a) Appointment of a new employee;
- (b) Appointment of an employee to a vacant position at a higher level;
- (c) Reclassification of an employee's position to a higher level; or
- (d) Advancement of an employee to a higher level pursuant to this Agreement.

22.2 Notwithstanding the provisions of subclause 22.1 of this Clause the University may, in exceptional circumstances, advance an employee more than 1 increment or grant a special increment or increments in the salary range appropriate to the classification allocated to the position the employee occupies.

23. Salary Progression

23.1 It is agreed that employees appointed to Level 1 shall have access to progression to Level 2 without promotion to a higher position where:

23.1.1 They have the skill, achieved either through training or experience, or a combination of both, to warrant such progression; and

23.1.2 They perform duties which require the skill levels at Level 2.

The University commits to ensuring Level 1 employees who meet the criteria noted above have access to Level 2 work. The University commits to the provision of accessible and relevant training for Level 1 employees, to enable such employees to progress to Level 2.

23.2 Employees appointed as cleaning staff are entitled to apply for progression to Level 2 in accordance with the University's policy on Salary Progression - Cleaners Level 1 to Level 2.

23.3 An employee who holds a fixed-term or ongoing appointment classified at Level 2, 3, 4, 5, 6, 7, 8 or 9 may make application to the Director, Human Resources, for a salary progression allowance provided that:

23.3.1 The employee has been at the top of the salary range or at the salary protection point of the substantive level held for a minimum period of 12 months; and

23.3.2 The employee is not subject to unsatisfactory work performance or work related behaviour procedures.

23.4 The Salary Progression Review Committee is responsible for assessing applications for salary progression lodged under subclause 23.3 of this Clause.

23.5 Any determination made pursuant to subclause 23.3 of this Clause shall be effective from the beginning of the first pay period on or after formal receipt of the application in Human Resources.

23.6 Any Salary Progression Allowance paid as a result of a successful application under the provisions of this Clause will be calculated as the difference between the employee's current salary and the first incremental point of the next highest classification level. Provided that where the employee is currently paid at a salary protection point that is greater than the first incremental point of the next classification level the allowance will be the difference between the salary protection point and the first incremental point within the next highest classification that is greater than the salary protection point.

23.7 Salary Progression Allowances will be reviewed annually and may be incremented annually to a maximum of the penultimate substantive point of the salary range to which progression has occurred.

- 23.8 Continuous payment of a Salary Progression Allowance is subject to ongoing excellent performance and/or ongoing requirement for additional duties.
- 23.8.1 Employees in receipt of a Salary Progression Allowance are entitled to continued payment of the allowance during periods of paid leave.
- 23.9 The provisions of this Clause shall not apply to casual employees.

24. Overtime

- 24.1 Subject to subclause 24.3 the University may require an employee to work reasonable overtime at overtime rates.
- 24.2 The Overtime rates in this Clause do not apply to either Security Shift Work Employees or Non-Security Shift Work Employees.
- 24.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 24.3.1 Any risk to employee health and safety;
- 24.3.2 The employee's personal circumstances including any family responsibilities;
- 24.3.3 The needs of the workplace or enterprise;
- 24.3.4 The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 24.3.5 Any other relevant matter.
- 24.4 All work performed by direction of the Head or by a duly authorised senior employee before the normal starting time or after the normal finishing time on any working day, Monday to Friday inclusive or on a Saturday, Sunday or holiday, by an employee who works the normal hours of duty as stated in this Agreement shall be classed as overtime. Subject to the provisions of this Clause, shall be paid for at the hourly rate prescribed by subclause 24.5 of this Clause.
- 24.5 Payment for overtime shall be calculated on an hourly basis in accordance with the formulae -

Weekdays	For the first three hours on any one week day	$\frac{\text{fortnightly salary}}{75} \times \frac{3}{2}$
	After the first three hours on any one week day	$\frac{\text{fortnightly salary}}{75} \times \frac{2}{1}$
Saturdays	For the first three hours on any Saturday	$\frac{\text{fortnightly salary}}{75} \times \frac{3}{2}$
	After the first three hours or after 12 noon, whichever is the earlier, on any Saturday	$\frac{\text{fortnightly salary}}{75} \times \frac{2}{1}$
Sundays		$\frac{\text{fortnightly salary}}{75} \times \frac{2}{1}$
Holidays:	Employees referred to in subclause 24.3.1:	
	During normal hours of duty (in addition to the normal day's pay) -	$\frac{\text{fortnightly salary}}{75} \times \frac{3}{2}$
	During hours outside of normal hours of duty -	$\frac{\text{fortnightly salary}}{75} \times \frac{5}{2}$
	Employees referred to in subclause 24.3.2:	
	During ordinary rostered hours of duty -	NIL
	During hours outside of ordinary rostered hours of duty -	$\frac{\text{fortnightly salary}}{75} \times \frac{5}{2}$

- 24.5.1 For the purpose of this subclause “fortnightly salary” shall not include any personal allowance, special allowance or higher duties allowance unless otherwise approved by the Vice-Chancellor. Provided that a special allowance or higher duties allowance shall be included in “fortnightly salary” when overtime is worked on duties for which these allowances are specifically paid.
- 24.6 Time off in lieu of payment may be granted where the employee so elects in writing. The time off will be determined on an hourly basis by dividing the amount to which the employee would otherwise be entitled at the prescribed rate by the employee’s normal hourly rate of pay.
- 24.7 Where an employee is required to work overtime on a regular basis a commuted overtime allowance may be agreed. Such allowance may only be established with the express agreement of both the employee and the University.
- 24.7.1 In negotiating or reviewing the allowance the employee may request the involvement of an employee representative.
- 24.7.2 The allowance will be based on the overtime provisions contained in this Clause and will have regard for the anticipated hours of overtime to be worked. The basis of the calculation will be recorded and signed by the employee and his/her supervisor.
- 24.7.3 Any allowance agreed will be reviewed at the request of either the employee or the University and in any event, at least every 12 months from the date the allowance commenced.
- 24.7.4 Any allowance agreed will not be superannuable and will not be included in the calculations of annual recreation leave loading.
- 24.8 No claim for payment or time off in lieu under the provisions of this Clause shall be allowed in respect of any day on which the additional time worked amounts to less than 30 minutes. Provided that no employee shall be directed to work less than 30 minutes.
- 24.9 An employee who is required to return to duty—
- 24.9.1 On a Saturday, Sunday or holiday, shall be entitled to payment for overtime at the prescribed rate for a minimum period of three hours; or
- 24.9.2 Before or after the prescribed hours of duty on any week day, shall be entitled to payment for overtime at the prescribed rate for a minimum period of—
- a) 1.5hours when prior notice has been given; and
- b) 2.5 hours when prior notice has not been given.
- 24.9.3 For the purposes of this subclause, where an employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.
- 24.10 The provisions of subclause 24.9 of this Clause shall not apply in cases where it is customary for an employee to return to the place of employment to perform a specific job outside the prescribed hours of duty or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of prescribed hours of duty.

- 24.11 Where an employee is directed to work overtime at a place other than the usual workplace and the time spent in travelling to and from that place is in excess of the time normally spent in travelling to and from the usual workplace then such excess time shall be deemed to form part of the overtime worked.
- 24.12 Except as provided in subclause 24.10 of this Clause, payment for overtime or the granting of time off in lieu of overtime shall not be approved in respect of:
- 24.12.1 An employee whose maximum salary, or maximum salary and allowance in the nature of salary, exceed(s) the amount determined from time to time as set out for Level 7 in Schedule A – Classification and Salary Schedule;
- 24.12.2 An employee whose work is not subject to close supervision.
- 24.13 Notwithstanding the provisions of subclause 24.12 of this Clause, where from the nature of the duties required or from other relevant circumstances it appears just and reasonable, any such employee as is referred to in that subclause shall, with the special approval of the Vice-Chancellor, be paid overtime or granted time off in lieu as prescribed by this Clause.
- 24.13.1 When an employee not subject to close supervision is directed by the Head or by a duly authorised senior employee to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined, such employee shall be entitled to payment or time off in lieu of overtime worked in accordance with this Clause.
- 24.14 Where an employee performs overtime duty after the time at which the employee's normal hours of duty end on 1 day and before the time at which the employee's normal hours of duty are to commence on the next succeeding day for a period which results in the employee not being off duty between these times for a continuous period of not less than 10 hours, the employee is entitled to be absent from duty without loss of salary until, from the time of ceasing overtime duty, the employee has been off duty for a continuous period of 10 hours. Provided that when an employee is required to return to or continue work without such break the employee shall be paid at double the ordinary rate until released from duty, until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 24.14.1 The provisions of this subclause shall not apply to employees on call.
- 24.15 Where an employee is required to work a continuous period of overtime which extends past midnight into the succeeding day, the time worked after midnight shall be included with that worked before midnight for the purpose of calculation of payment provided for in this Clause.
- 24.16 Where overtime is cancelled with less than 4 hours' notice, an allowance of 1 hour's pay at the appropriate overtime rate shall be paid.
- 24.17 A break of at least 30 minutes, which shall not be reckoned as overtime, shall be made for meals between 7.00 am and 8.45 am, between 12.00 noon and 2.00 pm and between 4.30 pm and 6.30 pm when overtime is performed. Except in the case of an emergency, an employee shall not be compelled to work more than 5 hours' overtime duty without a meal break. At the conclusion of a meal break the calculation of the 5 hour limit recommences.
- 24.18 An employee required to work overtime who purchases a meal shall be reimbursed for each meal purchased at the rate shown below, provided that the overtime worked when such a meal is purchased totals not less than 2 hours.

Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

	\$
Morning meal	9.63
Midday meal	11.84
Evening meal	14.24

These allowances will be varied each July to give effect to CPI annual movements released with the March quarter figures.

25. Overpayments

- 25.1 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.
- 25.2 Overpayments will be recovered at a rate agreed between the University and the employee. The rate shall not be less than the rate at which it was overpaid or 10% of the employee's fortnightly salary, whichever is the lesser amount per pay period. Provided that on application to the Director, Human Resources the amount of repayment may be varied for reasons of financial hardship.
- 25.3 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.

26. Superannuation

- 26.1 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:
- 26.1.1 a 17% employer superannuation contribution for full-time and part-time employees, in accordance with existing University of Western Australia eligibility provisions; or
- 26.1.2 a 17% employer superannuation contribution for fixed-term employees with continuous service of 2 years or more; or
- 26.1.3 the Superannuation Guarantee employer contribution for all other employees.
- 26.2 An employee may elect to forego the 3% employer superannuation contribution payable to the member's UniSuper accumulation account and receive a 3% non-superannuable salary loading in lieu.
- 26.3 Provided that the UniSuper Trust Deed so allows during the life of this Agreement, employees who are members of the Defined Benefit Division (DBD) or Accumulation 2 Plan may elect to receive any other superannuation flexibility so allowed. Provided that the total remuneration provided under this clause shall be the amount specified at 26.1.

Section 2: Allowances

27. Out of Hours Contact

27.1 For the purpose of this Clause:

27.1.1 On Call - shall mean a written instruction to an employee to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside of the employee's normal hours of duty in case of a call out requiring an immediate return to duty.

27.1.2 Availability - shall mean a written instruction to an employee to remain contactable, but not necessarily in immediate proximity to a telephone, outside the employee's normal hours of duty and be available to respond and return to duty if necessary within 3 hours.

“Availability” will not include situations in which employees carry paging devices, mobile telephones or make their telephone numbers available only in the event that they may be needed for casual contact or recall to work. Recall to work under such circumstances would constitute emergency duty in accordance with subclause 27.8 of this Clause.

27.2 An employee who is authorised by the Head, or by a duly authorised senior employee, to be on “out of hours contact” during that person's period off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof that person is on “out of hours contact”

On Call

$$\text{Level 4 minimum weekly rate} \quad \times \quad \frac{1}{37.5} \quad \times \quad \frac{18.75}{100}$$

Availability

$$\text{Level 4 minimum weekly rate} \quad \times \quad \frac{1}{37.5} \quad \times \quad \frac{18.75}{100} \quad \times \quad \frac{50}{100}$$

Provided that payment in accordance with this subclause shall not be made with respect to any period for which payment is made in accordance with the provisions of Clause 28 – Shift Work – Conditions and Allowance of this Agreement when the employee is recalled to work.

27.3 Where an employee is required to be “on call” or “available” the University shall, if necessary, arrange for a telephone to be installed at the employee's residence and shall pay connection, disconnection and rental charges involved. If the employee so required to be “on call” or “available” has a telephone already connected the University shall pay all rental charges. Provided that where the University supplies the employee with a mobile telephone the University is not required to pay any rental charges on the employee's home telephone.

27.4 Where an employee rostered for “on call” or “availability” is recalled for duty during the period for which the employee is on “out of hours contact” then the employee shall receive payment of hours worked in accordance with subclause 27.2 of this Agreement. The “on call” or “availability” allowance prescribed by subclause 27.2 of this Clause shall not be paid in addition to any overtime paid in these circumstances.

27.5 Time spent travelling to and from the place of duty, where an employee rostered “on call” or “availability” is actually recalled to duty, shall be included with actual duty performed for the purposes of overtime payment.

- 27.6 The minimum payment provisions provided in subclause 24.9 of this Agreement shall not apply to an employee rostered for “out of hours contact” duty.
- 27.7 An employee in receipt of an “out of hours contact” allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause 27.8 of this Clause.
- 27.8 Where an employee is called on duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which called on duty, then if called to duty:
- 27.8.1 On a Saturday, Sunday or public holiday, otherwise than during prescribed hours of duty he/she shall be entitled to payment at the rate in accordance with subclause 27.2 of this Agreement for a minimum period of 3 hours;
- 27.8.2 Before or after the prescribed hours of duty on a weekday he/she shall be entitled to payment at the rate in accordance with subclause 27.2 of this Agreement for a minimum period of 2.5 hours.
- 27.8.3 For the purpose of this Clause, where an employee is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period of payment, subject to subclause 27.10 of this Clause.
- 27.9 Time spent travelling to and from the place of duty where an employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.
- 27.10 An employee recalled to work to perform emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.

28. Shift Work - Conditions and Allowance

28.1 Security Shift Work – Conditions and Allowance

The provisions of this Clause apply only to Security employees carrying out shift work. For the purpose of this Clause they will be referred to as Security Employees.

- 28.1.1 A Security employee engaged on shifts shall work 300 hours within any 8 week period, exclusive of meal breaks.
- 28.1.2 Shifts will be 8 hours in duration, and the total shift hours in any fortnight will not exceed 88 hours, inclusive of meal breaks
- 28.1.3 An 8 hour shift comprises 7.5 hours work and a half hour paid meal break
- 28.1.4 Security employees will be rostered to work during any hour of the day or night on any of the 7 days of the week, including Sundays or public holidays or both.

- 28.1.5 Roster periods shall continue for at least 14 consecutive days. Rosters shall be available to security employees at least 5 clear working days prior to the commencement of the roster.
- 28.1.6 A roster may only be altered on account of a contingency which the manager could not have been reasonably expected to foresee. When a roster is altered, the security employee concerned shall be notified of the changed shift at least 24 hours before the altered shift commences.
- 28.1.7 An employee shall not be rostered on for duty until at least 8 hours have elapsed from the time the security employee's previous rostered shift ended.
- 28.1.8 An organisational change process is required for a change in the roster pattern hours, or a significant change to the commencement times of shifts, and will consider for example, the impact of family responsibilities.

Commutated shift loading

- 28.1.9 Security employees are paid a commuted shift loading of 29% on base wage.
- 28.1.10 The 29% loading is calculated by reference to the historical average shift loadings (15% afternoon and night penalty, and 50% weekend penalty) and roster patterns that took into account average weekends rostered.
- 28.1.11 The 29% loading is paid on rostered ordinary hours worked.
- 28.1.12 The 29% loading is not paid on public holidays, overtime, personal leave, carers' leave, annual leave, long service leave, or the additional week leave given to shift workers.

Public holiday payments

- 28.1.14 Public holidays worked are paid at two and a half (2.5) times the base rate of pay (ordinary hours of work not including loading or penalty rates).
- 28.1.15 Employees who are not rostered to work on a Public holiday will be paid at base rate of pay being single time.

Overtime payments

- 28.1.16 Work performed by an employee in excess of the ordinary hours of the employee's shift or on a rostered day off shall be paid at overtime rates as outlined in this subclause.
- 28.1.17 Overtime rates are two (2.0) times the base rate of pay (ordinary hours of work not including loading or penalty rates). This rate applies for Monday to Sunday, but not including Public holidays).
- 28.1.18 Overtime on a Public holiday is paid at two and a half (2.5) times the base rate of pay (ordinary hours of work not including loading or penalty rates).
- 28.1.19 Overtime will not be paid as time off in lieu or as flexi time for security employees.

Additional week of annual leave

28.1.20 An employee engaged on shift work who is rostered to work regularly on Sundays and/or holidays shall be allowed one week's leave annually in addition to the normal entitlement to annual recreation leave.

Annual leave loading

28.1.21 Four weeks of annual leave attracts 17.5% leave loading.

28.1.22 The additional week's annual leave in 28.1.20 does not attract payment of the 17.5% leave loading.

28.1.23 There is no 29% loading paid on recreation leave.

Meal Breaks

28.1.24 Paid meal breaks shall be for a period of at least 30 minutes, and no later than 5 hours from the start of the shift, taken in consultation with the other rostered security employees to ensure supervisory coverage at all times.

28.2 Non-Security Shift Work – Conditions and Allowances

28.2.1 An employee engaged on shifts shall work a 75 hour fortnight, exclusive of meal breaks, on the basis of not more than ten shifts of 7.5 hours duration.

Provided also that whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift shall be varied on a pro-rata basis to reflect any variation to other than 7.5 hours.

Meal Breaks

28.2.2 Meal breaks shall be for a period of at least thirty (30) minutes but not greater than one (1) hour for each meal. Meal breaks are unpaid for non-security shift workers.

Rosters

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

28.2.4 Roster periods shall begin on Mondays and continue for at least fourteen (14) consecutive days. Rosters shall be available to employees at least three (3) clear working days prior to the commencement of the roster.

- (a) A roster may only be altered on account of a contingency which the Head could not have been reasonably expected to foresee. When a roster is altered, the employee concerned shall be notified of the changed shift on the day before the changed shift commences.

- (b) An employee shall not be rostered for duty until at least eight (8) hours have elapsed from the time the employee's previous rostered shift ended.
- (c) An employee shall not be rostered permanently on one shift unless the employee so elects in writing.

Shift penalties

28.2.5 An employee required to work an afternoon or night shift of 7.5 hours shall, in addition to the ordinary rate of salary, be paid a loading equal to 15% of the first salary point for Level 2 for the period of 7.5 hours for each afternoon or night shift worked.

28.2.6 Work performed during ordinary hours on a Saturday or a Sunday shall be paid for at one and a half (1.5) times the base rate of pay and on a holiday at two and a half (2.5) times the base rate of pay. These rates shall be paid in lieu of the shiftwork allowance prescribed in 28.2.5.

Provided that, subject to agreement between the Manager and the employee, work performed during ordinary rostered hours on a holiday may be paid for at the rate of one and a half (1.5) times and the employee may, in addition, be allowed a day's leave with pay to be added to the employee's annual leave or to be taken at some other time within a period of one (1) year if the employee so agrees.

The number of days of leave in lieu accumulated under this subclause shall not at any time exceed five (5) days.

28.2.7 An employee rostered off on a holiday shall be paid at ordinary rates for such day, or, subject to agreement between the Head and the employee, be allowed a day's leave with pay in lieu of a holiday to be taken at some other time within a period of one (1) year.

Annual leave

28.2.8 An employee engaged on shift work who is rostered to work regularly on Sundays and/or holidays shall be allowed one week's leave annually in addition to the normal entitlement to annual recreation leave.

28.2.9 The additional week of leave does not attract payment of the annual recreation loading.

Overtime

Work performed by an employee in excess of the ordinary hours of the employee's shift or on a rostered day off shall be paid the following overtime rates:

28.2.10 Monday to Sunday, not including public holidays, paid at two (2.0) times the base rate of pay (ordinary hours of work not including loading or penalty rates).

28.2.11 Public holidays overtime is paid at two and one half of the base rate of pay (ordinary hours of work not including loading or penalty rates)

Vehicle mileage

28.2.12 Where an employee, other than Security Staff, begins or ceases a shift and no public transport is available between the employee's residence and the University, the employee shall be reimbursed the appropriate rate of hire prescribed in Clause 31 - Payment of Hire for use of an Employee's Own Vehicle if the employee uses a motor vehicle for the journey between the employee's residence and the University and/or return.

29. Higher Duties Allowance

- 29.1 An employee, other than a relieving employee classified above Level 3, who is directed by the Head or duly authorised senior employee to act in an office which is classified higher than the employee's own office and who performs the full duties and accepts the full responsibilities of the higher office for a period of 5 consecutive working days or more, shall, subject to the provisions of this Clause, be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee were permanently appointed to the office in which the employee is so directed to act.
- 29.2 Where the full duties of a higher office are temporarily performed by two or more employees they shall each be paid an allowance as determined by the Vice-Chancellor or nominee. Where an employee is directed to perform a portion of the duties and responsibilities of the position in which the employee is required to act then the allowance prescribed by this subclause shall be varied on a pro-rata basis to the full allowance which would otherwise be payable.
- 29.3 Where a relieving employee classified above Level 3 acts in an office or offices classified one class higher than the employee's own office for a continuous period exceeding 4 weeks, the employee shall be paid a higher duties allowance as prescribed in subclause 29.1 of this Clause for all that part of such period in excess of 4 weeks.
- 29.4 Where a relieving employee classified above Level 3 acts in an office classified two or more classes higher than the employee's own office, the employee shall be paid a higher duties allowance as prescribed in subclause 29.1 of this Clause.
- 29.5 Where an employee who has qualified for payment of a higher duties allowance under this Clause is required to act in another office or other offices classified higher than the employee's own office for periods less than 5 consecutive working days without any break in acting service, the employee shall be paid a higher duties allowance for such periods. Provided that payment shall be made at the highest rate the employee has been paid during the employee's term of continuous acting or at the rate applicable to the office in which the employee is currently acting, whichever is the less.
- 29.6 Where an employee is directed to act in an office which has an incremental range of salaries, the employee shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such office. Provided that acting service with allowances for acting in offices of the same classification or higher than the office during the 18 months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.

29.7 Where an employee who is in receipt of an allowance granted under this Clause and has been so for a continuous period of 12 months or more, proceeds on:

29.7.1 A period of normal annual leave; or

29.7.2 A period of any other approved leave of absence of not more than 1 calendar month,

the employee shall continue to receive the allowance for the period of leave.

Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than 12 months if during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately after leave. For the purpose of this subclause the expression "normal annual leave" shall mean an annual period of recreation leave of 4 weeks (5 weeks in the case of regular shift workers), and shall include any of the holidays and leave in lieu accrued during the preceding 12 months taken in conjunction with such annual recreation leave.

29.8 Where an employee who is in receipt of an allowance granted under this Clause proceeds on:

29.8.1 A period of annual leave in excess of the normal; or

29.8.2 A period of any other approved leave of absence of more than 1 calendar month,

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

30. Travelling Allowance

30.1 An employee who travels on University business shall be reimbursed actual reasonable expenses subject to the provision of receipts.

30.2 Where an overnight stay is involved an employee who claims reimbursement on the basis of actual expenses may claim an allowance of \$20 per day for incidental expenses for which no receipts are required. Provided that where an overnight stay is involved, the maximum amounts to be paid by the University for Accommodation, meals and incidental expenses shall not exceed that shown in Schedule D – Travelling Allowance.

30.3 An employee may apply to the Head for a cash advance to cover accommodation, meals and incidental expenses.

30.3.1 On production of receipts, and with the prior approval of the Head, the University will reimburse the employee for any reasonable additional costs of child care or care for other dependent relatives incurred during periods of travel intrastate, interstate or overseas, where such travel is required by the University.

30.3.2 Where the employee chooses to take the dependants on any business trip the approval of the Head is required for costs outlined in 30.3.1.

30.3.3 The University shall not be liable for any costs for fares and accommodation for dependants accompanying an employee on any business trip.

31. Payment of Hire for Use of an Employee's Own Vehicle

- 31.1 An employee who is not required (as a term of employment) to supply and maintain a motor vehicle for use when travelling on official business, but when requested by the Head or an authorised employee voluntarily consents to use a vehicle and who is not in receipt of an allowance provided by subclause 31.2 of this Clause shall for journeys travelled on official business approved by the Head or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in University Policy – Payment of Hire for Use of an Employee's Own Vehicle.
- 31.1.1 For the purpose of subclause 31.1 an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the University and the return distance from the University to residence.
- 31.2 The Vice-Chancellor or nominee may authorise a commuted amount for the hire of motor vehicles or any other conveyance belonging to an employee.
- 31.3 Where an employee in the course of a journey travels through 2 or more of the separate areas, payment of hire at the rates prescribed by University Policy – Payment of Hire for Use of an Employee's Own Vehicle shall be made at the appropriate rate applicable to each of the separate areas to be traversed.
- 31.4 The Vice-Chancellor may increase the rates prescribed by University Policy – Payment of Hire for Use of an Employee's Own Vehicle in any case in which the Vice-Chancellor is satisfied that they are inadequate.
- 31.4.1 Where an employee is required to tow a University caravan on official business, the appropriate rate set out in University Policy – Payment of Hire for Use of an Employee's Own Vehicle shall be increased by 3.5 cents per kilometre.
- 31.4.2 Where an employee is required to tow a University trailer on official business, the appropriate rate set out in University Policy – Payment of Hire for Use of an Employee's Own Vehicle shall be increased by 2 cents per kilometre.
- 31.5 The rates of hire for the use of an employee's own vehicle on official business shall be as shown in University Policy – Payment of Hire for Use of an Employee's Own Vehicle.

32. First Aid: Conditions and Allowance

A staff member who is appointed to act as a First Aid Officer shall receive an allowance of \$10.29 per week for such duties and responsibilities. The minimum qualifications of a First Aid Officer shall be the current Vocational Education and Training (VET) approved course "HLTAID003 – Provide First Aid" or equivalent as updated from time to time.

33. Other Allowances

Employees within Campus Management are eligible for the following allowances:

33.1 Spray Application - Painters

A painter, who is engaged on spray applications carried out in other than a properly constructed booth approved by the Department of Consumer and Employment Protection shall be paid 41 cents per hour or part thereof, in addition to the rates otherwise stated in this Agreement.

33.2 **Toxic Substances**

An employee who is using hazardous solvent based adhesives, a "two pack" catalyst system or materials which required the addition of a catalyst hardener and reactive additive shall be paid 48 cents per hour in addition to the rates otherwise stated in this Agreement.

33.3 **Asbestos Eradication**

33.3.1 Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consists of, or contain asbestos.

33.3.2 In addition to the rates prescribed in this Agreement, an employee who is engaged in asbestos eradication (as defined) shall receive \$1.16 per hour.

33.4 **Dirty Work**

An employee employed on excessively dirty work which is more likely to render the employee or his/her clothes dirtier than the normal run of work shall be paid 41 cents per hour in addition to the rates otherwise stated in this Agreement (with a minimum payment of 4 hours when employed on such work).

34. Uniforms and Protective Clothing

34.1 Where an employee is required by the University to wear protective clothing (e.g. dust coats, laboratory coats, overalls, gloves) or a uniform the said protective clothing or uniform shall be supplied free of charge.

34.2 3 sets of protective clothing or 3 uniforms shall be supplied on appointment.

34.3 An employee issued with protective clothing or uniforms shall be responsible for the care and maintenance except where infectious and/or hazardous materials are handled.

34.4 The protective clothing or uniforms supplied pursuant to subclause 34.2 of this Clause shall remain the property of the employer. The loss of such articles due to any cause arising out of the neglect or misuse of the employee, may be a charge against the salary of the employee, provided that no charge shall be made in respect of reasonable wear and tear.

34.5 Notwithstanding subclause 34.2 protective clothing and/or uniforms will be replaced at no expense to the employee, when damaged through reasonable wear and tear.

Section 3: Leave Provisions

35. Personal Leave – (Sick and Carer's)

35.1 For the purposes of this Clause, the following are members of an employee's immediate family:

35.1.1 A spouse (including a former spouse, a defacto, a former defacto and current or former same sex partner);

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

35.1.3 A parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;

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

- 35.1.5 A parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and
- 35.1.6 A person who lives with the employee in the same household or whose care is the employee's responsibility and recognising a wide range of relationships and structures which may include one or more of the following: extended family, friendship and dependency.
- 35.2 An employee, excluding a casual employee, is entitled to 12.5 days (93.75 hours) of paid Personal Leave per year.
- 35.3 Personal Leave will be credited to a full-time employee on the following basis:
- | Leave on Full Pay | |
|---|-------------|
| On date of appointment | 46.87 hours |
| On completion of 6months' service | 46.88 hours |
| On completion of 12 months' service | 93.75 hours |
| On completion of each additional 12 months' service | 93.75 hours |
- 35.4 An employee employed on a short-term contract for a period less than 12 months shall be eligible for pro-rata leave in accordance with this Clause.
- 35.5 A part-time employee will be credited Personal Leave on a pro-rata basis according to their FTE.
- 35.6 An employee may take paid Personal Leave:
- 35.6.1 Due to a personal illness or injury; or
- 35.6.2 To provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care or support because of:
- a) A personal illness or injury; or
 - b) An unexpected emergency.
- 35.7 A casual employee is entitled to unpaid Personal Leave for the reasons set out in subclause 35.19.
- 35.8 If the period during which an employee takes paid Personal Leave includes a day that is a University holiday, the employee is taken not to be on paid Personal Leave on that day.
- 35.9 An employee must inform their supervisor, or arrange for their supervisor to be informed, as soon as practicable, if the employee needs to be absent from work for the reasons set out in subclause 35.6.
- 35.10 Where 3 or more consecutive working days are involved, the leave application must be supported by a certificate from a registered health practitioner.
- 35.11 An employee who is unable to resume duty at the end of an approved period of leave must apply for a subsequent period of leave which is to be supported by a certificate from a registered health practitioner.
- 35.12 Where the Head has reasonable grounds to doubt the reasons for an employee's absences under this Clause, they shall notify the Director of Human Resources. The Director, Human Resources may require the employee to provide medical certificates for all future absences for a reasonable period of time, not exceeding 12 months. The period may be reviewed by the Director, Human Resources at the request of the employee.

- 35.13 The Director of Human Resources may direct an employee to attend a registered health practitioner, or send a registered health practitioner to attend on and examine the employee where:
- 35.13.1 The Head or Supervisor has reasonable doubt that the employee is absent due to illness; or
- 35.13.2 There is reason to doubt the fitness of the employee to be in the workplace either in relation to the safety and/or wellbeing of themselves and/or others in the workplace.
- All costs associated with the University directing an employee to a registered health practitioner will be met by the University.
- 35.14 An employee on Personal Leave due to personal illness or injury may be required to provide certification from a relevant registered health practitioner that they are fit to resume work.
- 35.15 Where an employee suffers a personal illness during a period of Annual Leave or Long Service Leave and provides a certificate from a registered health practitioner on their return from this period of leave, the employee will be credited with additional Annual Leave or Long Service Leave, whichever is applicable for the period they were certified as ill.
- 35.16 If an employee who has been retired on medical grounds subsequently resumes duty, the employee's Personal Leave credits at the date of the employee's retirement will be reinstated.
- 35.17 If an employee resigns and is subsequently reappointed by the University, the employee is regarded as a new appointee from the date of reappointment for the purposes of this Clause. Where the employee is reappointed within 8 weeks of their resignation, the employee retains any existing Personal Leave entitlement under this Clause.
- 35.18 An employee who is absent on Leave Without Pay will not be eligible for Personal Leave during the period of Leave Without Pay.

35.19 Unpaid leave

- 35.19.1 An employee is entitled to 2 days of unpaid carer's leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support:
- a) Due to a personal illness or injury; or
 - b) To provide care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of:
 - i) A personal illness or injury of the member; or
 - ii) An unexpected emergency affecting the member.
- 35.19.2 An employee may take unpaid carer's leave for a particular permissible occasion as:
- a) A single continuous period of up to 2 days; or
 - b) Any separate periods to which the employee and the Head agree.
- 35.19.3 An employee cannot take unpaid carer's leave during a particular period if the employee has access to paid personal leave.

36. Annual Leave

- 36.1 A full-time employee is entitled to 4 weeks (150 hours) paid annual leave for each completed year of service with the University, credited on a cumulative and pro-rata basis of 5.77 hours per completed fortnight of service.
- 36.2 A part-time employee is entitled on a pro-rata basis to the same paid leave entitlements as a full-time employee.
- 36.3 A casual employee is not eligible for annual leave.
- 36.4 An employee who accrues an entitlement to annual leave may apply to take all or part of that leave. Paid annual leave may be taken for a period agreed between an employee and his or her Head. The Head must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 36.5 Clearance of leave shall have regard for the work and teaching commitments of the employee and the convenience of the work area. Annual leave must be cleared where possible:
 - 36.5.1 In the case of the first entitlement by the end of February in the year following commencement; and
 - 36.5.2 Within the calendar year it accrues thereafter.
- 36.6 The Head is responsible for managing leave arrangements within the work area.

36.7 Excess annual leave

- 36.7.1 The supervisor is required to assess leave entitlements with the employee annually.
- 36.7.2 Annual leave accrual of greater than 8 weeks entitlement is regarded as excess leave and where an employee has greater than 8 weeks accrued entitlement, they are required to reduce the leave entitlement to 4 weeks or less.
- 36.7.3 The employee will be provided with a period of 12 months to reduce the leave entitlement and the University will notify the employee in writing of when the 12 month period is to commence.
- 36.7.4 The amount of leave cleared will include leave that accrues during the 12 month period and must generally be an amount of leave which reduces the leave balance to 4 weeks or less at the end of the specified 12 month period.
- 36.7.5 Where an employee has accrued more than 8 weeks annual leave and has received a written notification to clear leave and the leave has not been cleared within the 12 month period, the University may direct the employee to take annual leave to reduce the leave balance to 4 weeks. The direction to clear annual leave will be in writing and the employee will be given a minimum of 8 weeks' notice to clear the leave.
- 36.8 An employee may elect to access up to a full year's leave entitlement in advance subject to the operational requirements of the work area. If the employee subsequently resigns and has a negative entitlement, the employee is required to repay the overdrawn entitlement. The University may deduct the amount of the overdrawn entitlement from the employee's final payment.

- 36.9 An employee may make an application to the Director, Human Resources to cash out annual leave on the grounds of financial hardship only. The minimum period of leave to be cashed out is 1 week. A minimum balance of 4 weeks annual leave must be maintained for an application to cash out leave to be accepted. All payments made when cashing out annual leave will be paid as ordinary time earnings, subject to superannuation and will not count as service. An agreement to cash out annual leave must be in writing. Employees are advised to seek financial advice before making application to cash out leave.
- 36.10 Annual leave is paid at the ordinary rate of pay an employee receives immediately before the period of annual leave begins. An employee receiving a higher duties allowance during a period of annual leave will be paid as set out in Clause 29 – Higher Duties Allowance.
- 36.11 Annual leave will normally be taken in periods of at least 37.5 hours. The minimum period of leave that can be debited is 1 hour.
- 36.12 Employees are encouraged to take accrued leave prior to the expiry of their appointment or resignation. Employees engaged on a fixed-term contract which is externally funded may be required to clear any leave entitlements prior to the expiry of the term. Any accrued annual leave due to an employee on the cessation of employment will be paid out in the employee's final payment.
- 36.13 Where a holiday referred to in Clause 39 – Holidays and Christmas Closedown, or days to be taken in lieu of those days, occur during the period an employee is absent on approved annual leave, the employee is taken not to be on paid annual leave on that day. If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid leave) the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- 36.14 All periods of annual leave other than cashed out annual leave count as service for all purposes.

36.15 Annual Leave Loading

- 36.15.1 An employee, excluding a casual employee, will accrue an annual recreation leave loading equal to 17.5% of 4 weeks' salary per calendar year.
- 36.15.2 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males in the September quarter immediately preceding payment.
- 36.15.3 An employee who commences after 1 January in any year is entitled to a pro-rata annual leave loading for the period of service in that year.
- 36.15.4 Annual leave loading is paid in November or the first pay period in December of each year.
- 36.15.5 Where an employee ceases employment prior to the annual payment of leave loading, payment of pro-rata Annual Leave loading applies.

37. Community and Other Leave Entitlements

- 37.1 An employee engaged in Jury Service, Leave for Emergency Services or other eligible community service activity under the *Act* is entitled to be absent from his or her employment for the period of engagement in the activity, including reasonable travel time associated with the activity and rest time immediately following the activity.
- 37.2.1 Employees engaged in eligible community service will receive paid leave as prescribed at subclause 37.3. An employee may elect to utilise Annual Leave, Long Service Leave accrued entitlements or leave without pay for any additional leave beyond the periods prescribed at subclause 37.3.
- 37.3. The University will provide Community and Other Leave to employees as follows:

Purpose of Leave	Eligibility	Leave entitlement
Veteran's Leave	An employee with an illness caused by or related to war service as certified by the Department of Veteran's Affairs and a registered medical practitioner.	Leave of 112.5 hours on full pay per annum, accruing to a maximum of 337.5 hours as approved by the Vice-Chancellor or nominee.
Jury Service	An employee who is required to serve on a jury.	Paid leave for all staff including casual employees for such period as necessary for the employee to carry out the duties as a juror. An employee is not entitled to receive any jurors' fee except for travel. Payment will be reduced by any amount employee receives as jury service pay.
Leave for Training with Defence Force Reserves	An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force.	Leave to attend a training camp, school, class or course of instruction. Paid leave up to 4 weeks per year for ADF camps, school, class or course instruction. If the Commanding Officer of a unit certifies that it is essential for an employee to be at an annual training camp in an advance or rear party, a maximum of 4 extra working days may be granted. 2 additional weeks paid leave for first year ADF Reserves for recruit and training purposes.
Leave for International Sporting Events	An employee chosen to represent Australia as a competitor or an official at a recognised international sporting event.	Paid leave for the period of the competition plus reasonable travel time but not normally exceeding 10 consecutive days.

Leave for Emergency Services	An employee who is a volunteer member of a recognised emergency management body such as: The State Emergency Service; St John Ambulance Brigade; or a Bush Fire Brigade. And who engages in a voluntary emergency management activity.	Paid leave for attendance at an emergency and/or disaster certified by the relevant voluntary organisation. Paid leave will be for the period the employee is absent when carrying out an emergency management response.
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37.4 An employee accessing leave under this Clause must as soon as practicable provide the Head with notice of his/her absence.

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

38. Employee Funded Extra Leave

38.1 Purchased Leave Scheme

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

38.1.2 The employee can agree to take a reduced salary/wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

	Number of paid weeks (spread over 52 weeks)	Number of weeks' purchased leave
(a)	44 weeks	8 weeks
(b)	45 weeks	7 weeks
(c)	46 weeks	6 weeks
(d)	47 weeks	5 weeks
(e)	48 weeks	4 weeks
(f)	49 weeks	3 weeks
(g)	50 weeks	2 weeks
(h)	51 weeks	1 week

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

38.1.4 Purchased leave counts as service for all purposes.

38.1.5 All Annual and Purchased leave must be taken at mutually agreed times during the 12 month period, with the timing subject to approval. All leave bookings are to be booked and approved through the University's Employee Self Service system. Where an employee has been unable to take Purchased Leave, the employee's salary/wage shall be adjusted at the expiry of the 12 month period in which the leave was to be taken.

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

- 38.1.7 Payment to an employee proceeding on Annual Leave, in excess of the current year's entitlement, or Long Service Leave shall be calculated on a pro-rata basis having regard for any prior periods of full-time or part-time employment.
- 38.1.8 Personal Leave or any other paid leave shall be paid at the reduced rate.
- 38.1.9 An employee who is required to work overtime shall be entitled to payment in accordance with the provisions of Clause 24— Overtime of this Agreement and such payment shall be based on the full-time rate of pay applicable to the classification of the position occupied.
- 38.1.10 During the period an employee participates in the Purchased Leave Scheme, their superannuation contributions will reduce to the level based on their actual salary for that year. Provided that if the employee wishes to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining both the notional full-time rate for the employee's and the employer's contribution.

38.2 Deferred Salary Scheme

- 38.2.1 An employee may apply to work within the parameters of the Deferred Salary Scheme. There are three options available:
 - (a) Completing 4 years' service paid at 80% of salary to obtain 1 year's leave also paid at 80% of salary; or
 - (b) Completing 4.5 years' service paid at 90% of salary followed by 6 months' leave paid at 90% of salary; or
 - (c) Completing 2 years' service paid at 80% of salary followed by 6 months' leave paid at 80% of salary.
- 38.2.2 Employees are responsible for informing themselves of all implications of the Deferred Salary Scheme before entering into such an arrangement.
- 38.2.3 The period of leave taken in accordance with this Clause shall not constitute a break in service and shall count as service for all purposes. However the leave shall not count as service for salary increments.
- 38.2.4 An employee may elect to maintain superannuation contributions based on the full-time rate, or to alter contributions to the appropriate proportion of the new salary. An employee who elects to maintain contributions based on the full-time rate shall be responsible for paying the difference between the employer's proportional contribution and the employer's contribution based on the full-time rate.
- 38.2.5 An employee may withdraw in writing from the Deferred Salary Scheme prior to completing the required period of service, in which case a lump sum payment of salary foregone to that time will be made. The employee shall not be entitled to an equivalent absence from duty. Where it is no longer possible to offer the Deferred Salary Scheme, the Scheme will cease with effect from that date.
- 38.2.6 The following breaks in service will not be considered withdrawal from the Deferred Salary Scheme, but will be deemed to be non-participatory periods:
 - (a) Secondments where the outside organisation pays;
 - (b) Leave without pay;

- (c) Sick leave without pay greater than 3 months; and
- (d) Parental leave.

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

38.2.7 Periods deemed to be participatory include:

- (a) Approved leave while in receipt of Workers' Compensation;
- (b) Sick leave without pay less than or equal to 3 months, with salary in the final year adjusted accordingly;
- (c) Long Service Leave;
- (d) Sick leave with pay; and
- (e) Annual leave.

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

39. Holidays and Christmas Closedown

- 39.1 Subject to the provisions of subclause 39.1.1 and 39.1.2 of this Clause the following days shall be observed as holidays. New Year's Day, Special New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State public holidays or University holidays. Provided that:
- 39.1.1 Whenever Labour Day, Foundation Day or Sovereign's Birthday fall on a day other than a Monday the next following Monday shall be the holiday instead of such day; and
- 39.1.2 Such days will normally be taken as part of the Christmas closedown period. Where this is not possible then the days may be taken at some other time agreeable between the University and the employee.
- 39.2 If any of the days nominated in this Clause are not observed as holidays on the appointed day 1 day's leave in lieu will be granted in each case. The day in lieu will be subject to its being taken over the Christmas Holiday period adjacent to the Christmas Closedown. Provided that leave in lieu accrued under this Clause can be cleared at an alternative time agreed to by the employee and the employer.
- 39.3 Notwithstanding the foregoing, and in accordance with subclause 24.4 of this Agreement, security officers shall be required to take 1 day's leave in lieu of each of Easter Tuesday and the Special New Year's Day at a time mutually convenient and not necessarily during the Christmas closedown.
- 39.4 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 take either Annual Leave, accrued time in lieu or Leave Without Pay for the required number of days.
- 39.5 An employee who is required to work on an appointed holiday (that is the alternative day) shall, subject to the provisions of subclause 24.6, be paid or granted equivalent time off in lieu as prescribed in subclause 24.8 for the time so worked.

- 39.6 By agreement between the University and the employees in the Perth International Arts Festival and employees involved in the 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.

40. Long Service Leave

- 40.1 An employee who has been employed by the University for a period of 10 years' continuous service, is entitled to 13 weeks' Long Service Leave on full pay, calculated on the salary of the employee at the time of commencing Long Service Leave.
- 40.2 An employee employed prior to 19 April 1994:
- 40.2.1 With an accrued entitlement of 3 months' Long Service Leave on the completion of 7 years' continuous service will maintain this entitlement. The 3 months is, however, to be replaced by an entitlement of 13 weeks; or
- 40.2.2 With an accrued entitlement of 3 months maintains that entitlement.
- 40.3 For the purposes of determining an employee's entitlement to Long Service Leave, 'continuous service' includes and does not include the items listed below:

	Continuous Service includes		Continuous Service does not include
40.3.1	Any period during which an employee is absent on full or part pay.	40.3.4	Any other period greater than 2 weeks where the employee is absent on leave without pay.
40.3.2	Any periods of leave without pay granted to take up an assignment with one of the international schemes for developing countries (UNESCO and WHO) to which Australia is a party or for any other purpose for which the University has given its approval.	40.3.5	Any service by an employee between the date by which Long Service Leave entitlements are required to be cleared under subclause 40.5 and the date on which the employee clears the entitlement.
40.3.3	Any period of service from the date an employee is required to clear Long Service Leave up to the date of extension granted in accordance with subclause 40.7.	40.3.6	Any service between the date an employee is granted a deferment for the taking of Long Service Leave by the University because of impending retirement and the date the employee retires or clears a full entitlement to Long Service Leave, if the employee does not retire on the date nominated.

	Continuous Service includes		Continuous Service does not include
		40.3.7	Any period of service that was taken into account in ascertaining the amount of lump sum payment in lieu of Long Service Leave.
		40.3.8	Any service between the date an employee is granted an extension for the taking of Long Service Leave in accordance with subclause 40.7 and the date the employee clears a full entitlement to Long Service Leave, if the employee does not clear at least 6 weeks by the date agreed in accordance with subclause 40.7.

- 40.4 An employee is entitled to an additional 13 weeks' Long Service Leave on full pay for each and every subsequent period of 7 years' continuous service.
- 40.5 An employee is expected to clear all accrued Long Service Leave entitlement as soon as possible and within 5 years of the entitlement becoming due. An employee who does not clear a minimum of 6 weeks of the entitlement within this time will cease to accrue any further Long Service Leave until a minimum of 6 weeks of the entitlement is cleared.
- 40.6 Where an employee gives greater than 6 months' notice, the time of taking Long Service Leave will be at his or her choosing, unless the University establishes in exceptional circumstances that arrangements cannot reasonably be put in place that would allow the leave to be taken at the requested time. If leave is denied on this basis the employee is deemed to have approval to defer taking Long Service Leave. Alternate arrangements for clearing leave should be agreed within 1 month of notification that the leave has been denied and should be at the convenience of the employee.
- Where an employee gives less than 6 months' notice, the time of taking Long Service Leave will be considered subject to the operational requirements of the University. Approval of leave shall not be unreasonably withheld. The requirement to provide 6 months' notice does not apply where an employee applies for Long Service Leave during a period of approved unpaid parental leave.
- 40.7 In exceptional circumstances where operational requirements of a work area have prevented an employee from taking Long Service Leave within 5 years of the entitlement becoming due, the University shall approve an extension mutually agreed between the University and the employee.
- 40.8 An employee may apply to take Long Service Leave on any of the following bases instead of Long Service Leave at full pay:
- 40.8.1 Double the period of Long Service Leave on half pay; or
- 40.8.2 Half the period of Long Service Leave on double pay; or

- 40.8.3 Any portion of the employee's Long Service Leave entitlement on full pay, or double such period on half pay or half such period on double pay.
- 40.9 An employee may apply to take pro-rata Long Service Leave after 7 years in the first qualifying period and 3.5 years in the second and subsequent qualifying periods.
- 40.10 An employee who clears any pro-rata Long Service Leave entitlement under subclause 40.9 is not liable to repay any monies representing pro-rata Long Service Leave if the employee subsequently resigns prior to accruing a full entitlement.
- 40.11 An employee whose FTE varied during an accrual period or whose FTE during the accrual period is less than the employee's FTE at the time of commencement of Long Service Leave, may elect to take a lesser period of Long Service Leave calculated by converting the average FTE during the accrual period to the equivalent FTE at the time of commencement of Long Service Leave.
- 40.12 Any University Holiday occurring during the period in which an employee is on Long Service Leave will not be treated as part of the Long Service Leave and extra days will be granted.
- 40.13 A lump sum payment for an accrued Long Service Leave entitlement will be paid to an employee who resigns or is terminated for any reason.
- 40.14 A lump sum payment for a pro-rata Long Service Leave will be paid where:
- 40.14.1 An employee genuinely retires, with genuine retirement being defined as where the employee qualifies for the Aged Pension or qualifies to access a superannuation benefit and the employee intends to leave the paid workforce; or
- 40.14.2 An employee is retired for ill health or any other cause and the employee has completed at least 3 years continuous service prior to the date of retirement; or
- 40.14.3 An employee has died and the employee has completed at least 12 months continuous service prior to the date of death, in which case payment will be made to the employee's estate or any other person approved by the University; or
- 40.14.4 The University has terminated an employee for any reason other than serious misconduct and the employee has served a minimum continuous period of employment of 5 years.
- 40.15 A lump sum payment for accrued and/or pro-rata Long Service Leave will be calculated at the employee's salary rate at the date of retirement, resignation or death, whichever applies.
- 40.16 The University will recognise service with other public universities and other public institutions where the institutions have reciprocal arrangements with the University for the purposes of Long Service Leave entitlements.

41. Short, Compassionate/Bereavement, Ceremonial/Cultural Leave

41.1 Short Leave

Definitions for Short Leave

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

Entitlement

41.1.2 Short Leave of absence not exceeding 15 consecutive hours and not exceeding, in aggregate, 22.5 hours in any one calendar year.

(a) Part-time employees are eligible for leave on a pro-rata basis in accordance with the following formula:

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

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

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

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

Notification

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

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

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

41.1.7 An employee is not entitled to take short leave unless the employee complies with this section.

41.2 Compassionate/Bereavement Leave

Definitions for Compassionate/Bereavement Leave

41.2.1 Immediate family covers:

- (a) A spouse (including a former spouse, a defacto, a former defacto and current or former same sex partner);
- (b) A child or adult child (including an adopted child, a step child or an ex nuptial child);

- (c) A parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee;
- (d) A child or adult child (including an adopted child, a step child or an ex nuptial child) of the spouse;
- (e) A parent, parent in law, foster parent, grandparent, grandchild or sibling of the spouse; and
- (f) A person who lives with the employee in the same household or whose care is the employee's responsibility and recognising a wide range of relationships and structures which may include one or more of the following: extended family, friendship and dependency.

41.2.2 Compassionate/ Bereavement Leave

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

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

Entitlement

41.2.3 Compassionate/Bereavement Leave provides two days leave for each permissible occasion.

- (a) The Head may grant an employee employed in that school/section:
- (b) Compassionate/bereavement leave for each particular permissible occasion as:
 - (i) A single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) Any separate periods agreed by the Head and the employee to a maximum of 2 days.
- (c) Leave granted in accordance with this Clause for the purpose of providing care or support to a member of the employee's immediate family, or a member of the employee's household may be approved in conjunction with any other accrued leave.

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

41.2.5 The provisions of this Clause shall apply to casual employees, however casual employees are not entitled to payment for any periods of leave taken.

Notification

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

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

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

41.2.8 An employee is not entitled to take Compassionate/Bereavement leave unless the employee complies with this section.

41.3 Ceremonial/Cultural Leave

Definitions for the purpose of this clause

41.3.1 Ceremonial/ Cultural Leave

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

Entitlement

41.3.2 Ceremonial/Cultural Leave of absence not exceeding 15 consecutive hours and not exceeding, in aggregate, 22.5 hours in any one calendar year.

- (a) Part time employees are eligible for leave on a pro-rata basis in accordance with the following formula:

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

- (b) In addition to the leave provided under this Clause, employees who are Indigenous Australians are entitled to an additional 2 days leave in accordance with the provisions of Clause 10 – Indigenous Australian Employment.

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

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

Notification

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

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

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

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

42. Leave Without Pay

42.1 Subject to the provisions of subclause 42.2 of this Clause, the Vice-Chancellor or nominee, on the recommendation of the Head, and by agreement with the employee, may grant an employee leave of absence without pay for a period not exceeding 12 months in the first instance. For fixed-term employees Leave Without Pay will not be approved for any period which exceeds the term of the appointment.

42.2 Every application for Leave Without Pay will be considered on its merits and may be granted provided that the following conditions are met:

42.2.1 The work of the school/section is not unduly inconvenienced; and

42.2.2 All other leave credits of the employee are exhausted provided that where the Leave Without Pay is for the purposes of:

- (a) Providing care and support to another person whose care is the responsibility of the employee, the employee will not normally be required to exhaust all other leave credits; or
- (b) Accepting a secondment opportunity with another employer the employee will not normally be required to exhaust all other leave credits.

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

42.3 Any period that exceeds 2 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.

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

43. Parental Leave

43.1 Definitions – for the purpose of this Clause

- 43.1.1 “Child” means a child born to or legally adopted by an employee or the employee’s partner.
- 43.1.2 “Continuous Service” is service given in accordance with the contract of employment without a break or with a break not exceeding a period of 2 weeks.
- 43.1.3 “Employee” includes full-time, part-time, ongoing and fixed-term contract employees.
- 43.1.4 “Employee Couple” means 2 employees who are both employed at the University.
- 43.1.5 “Partner” means a person who is a spouse, de-facto or same sex partner of a primary caregiver.
- 43.1.6 “Parental Leave” means the period of absence of up to 104 weeks provided for under this Clause. The period of 104 weeks may include paid and unpaid parental leave.
- 43.1.7 “Peri natal Death” means the death of a foetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant within 28 days of birth.
- 43.1.8 “Primary Caregiver” is the employee who will assume the principal role for the care and attention of child/children.
- 43.1.9 “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on Parental Leave.

43.2 Entitlement to Parental and Partner Leave

- 43.2.1 An employee is entitled to a period of up to 104 weeks Parental Leave in respect of the:
 - (a) Birth of a child to the employee or the employee’s partner; or
 - (b) Adoption of a child who is not the birth child or the stepchild of the employee or the employee’s partner; is under the age of 16 and has not lived continuously with the employee for 6 months or longer.
- 43.2.2 An employee who has completed 12 months continuous service at the time the Parental Leave is to commence is eligible for paid Parental Leave in accordance with subclauses 43.2.3 or 43.2.5.
- 43.2.3 An employee identified as the primary caregiver of a child and who has completed 12 months but less than 5 years continuous service at the time Parental Leave commences is entitled to 26 weeks paid Parental Leave at full pay or 52 weeks at half pay. This will form part of the 104 week parental leave entitlement provided at subclause 43.2.1.
- 43.2.4 Paid Parental Leave taken in accordance with 43.2.3 must conclude within 26 weeks (at full pay) or 52 weeks (at half pay) of the date of birth or placement of the child.

- 43.2.5 An employee identified as the primary caregiver of a child and who has completed 5 or more years continuous service at the time Parental Leave commences is entitled to 36 weeks paid Parental Leave at full pay or 72 weeks at half pay. This will form part of the 104 week Parental Leave entitlement provided at subclause 43.2.1.
- 43.2.6 Paid parental leave taken in accordance with subclause 43.2.5 must conclude within 36 weeks (at full pay) or 72 weeks (at half pay) of the date of birth or placement of the child.
- 43.2.7 An employee who has completed less than 12 months' continuous service at the time the Parental Leave commences is entitled to unpaid parental leave.
- 43.2.8 The entitlements outlined in this Clause are not available concurrently to any paid parental leave entitlements of an employee's partner through their employer except partner or paternity leave.
- 43.2.9 Where parental leave is taken at half pay superannuation contributions will be made on a pro-rata basis. Where the employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining the notional full-time rate for both the employee and the employer contribution.
- 43.2.10 The paid and unpaid parental leave entitlement up to a maximum of 104 weeks may be shared between employee couples assuming the role of primary caregiver.
- 43.2.11 Parental leave and Partner Leave may be taken concurrently by employee couples for a maximum of 3 weeks.
- 43.2.12 Any unused portion of paid or unpaid Parental Leave will not be preserved in any way.
- 43.2.13 An employee may elect to be paid in advance for the period of paid parental leave at the commencement of the Parental Leave or on a fortnightly basis for the period of the paid Parental Leave.
- 43.2.14 An employee employed for a fixed-term contract is entitled to Parental Leave under this Clause however the period of leave granted shall not extend beyond the term of that contract.
- 43.2.15 To be eligible for second and subsequent paid Parental Leave an employee must return to work on each occasion:
- (a) For a qualifying period of at least 12 months continuous service; and
 - (b) At 50% or more of the fraction of employment the employee held prior to commencing Parental Leave, provided that the return fraction is not less than 0.4 FTE.
- 43.2.16 An employee who does not meet the requirements of subclause 43.2.15 is entitled to 14 weeks paid Parental Leave for a second or subsequent period of Parental Leave.

43.3 Other leave entitlements

- 43.3.1 An employee may clear accrued annual leave or Long Service Leave for the whole or part of the unpaid Parental Leave absence. The total of any accrued leave accessed may be paid at full or half pay and will form part of the 104 weeks Parental Leave entitlement provided at subclause 43.2.1. During periods of annual or Long Service Leave clearance the absence is classified as leave for Parental Leave purposes.
- 43.3.2 In the event of a pregnant employee prior to the commencement of parental leave:
- (a) Being sick;
 - (b) Being required to undergo a pregnancy related medical procedure; or
 - (c) Experiencing medical complications related to the pregnancy.
- The employee may access accrued Personal Leave credits in accordance with Clause 35 – Personal Leave - (Sick and Carer’s) or unpaid special maternity leave.
- 43.3.3 An employee on Parental Leave is not entitled to paid sick leave and other paid absences other than as specified in subclause 43.3.4.
- 43.3.4 An employee whose pregnancy terminates or whose planned adoption of a child does not eventuate is entitled to such period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid personal leave cannot be taken concurrently with paid Parental Leave.

43.4 Commencement of Parental Leave

- 43.4.1 A pregnant employee can commence the period of Parental Leave any time within 6 weeks before the expected date of birth.
- 43.4.2 A pregnant employee may apply to the Director of Human Resources to commence paid parental leave up to 20 weeks prior to the expected date of birth on either medical or compassionate grounds. The Director, Human Resources will not unreasonably refuse such a request.
- 43.4.3 A primary caregiver, other than a pregnant employee, with an entitlement to paid parental leave at subclause 43.2.3 may commence paid Parental Leave within 26 weeks of the date of birth or placement of the child.
- 43.4.4 A primary caregiver, other than a pregnant employee, with an entitlement to paid parental leave at subclause 43.2.5 may commence paid parental leave within 36 weeks following the date of birth or placement of the child.
- 43.4.5 If the pregnancy of an employee results in a medically defined late pregnancy miscarriage, a stillbirth, or a perinatal death the pregnant employee retains an entitlement to up to 14 weeks paid parental leave.
- 43.4.6 If an application for Parental Leave has been granted for an adoption which does not eventuate, then the period of paid or unpaid Parental Leave is terminated. Employees may elect to take any other paid leave

entitlements in lieu of the terminated Parental Leave or apply to return to work.

43.5 Notice, Variation and Evidence Requirements

- 43.5.1 The employee must give notice to the University of the anticipated period of parental leave at least 10 weeks before the date on which they propose to commence Parental Leave detailing the total anticipated period of the leave to be taken.
- 43.5.2 The notice period of 10 weeks may be varied in the case of a premature birth or where an adoption agency requires the primary caregiver or their partner to accept an earlier or later placement of a child, or other compelling circumstances.
- 43.5.3 An employee on Parental Leave is required to give 4 weeks written notice of their intention to extend the period of leave stated in the original application.
- 43.5.4 The employee will provide the University with reasonable evidence of the birth or adoption of the child. In the case of adoption the University may request evidence that the adopted child is, or will be, under 16 years of age as at the date of placement, or the expected date of placement, of the child.
- 43.5.5 The employer may require reasonable evidence of primary caregiver or partner status.

43.6 Transfer to a Safe Job

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

43.7 Replacement Employee

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

43.8 Resumption of Duties

- 43.8.1 An application to resume duty within 6 weeks after the day on which the pregnancy ends must be supported by a certificate from a registered medical practitioner or midwife, indicating that the employee is fit to resume duty. The early return to duty is subject to Faculty, School or Section convenience but should not be unreasonably denied.
- 43.8.2 An employee on return to work from Parental Leave is entitled to the same position or a position equivalent in pay, conditions and status commensurate with the employee's skill and abilities required in the

substantive position held immediately prior to proceeding on Parental Leave.

- 43.8.3 Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer in accordance with subclause 43.8.2.
- 43.8.4 An employee may return on a part-time basis to the substantive position occupied prior to the commencement of leave, an equivalent position or to a different position at the same classification level, conditions and status commensurate with the employee's skill and abilities required in the substantive position held immediately prior to proceeding on parental leave. The duration of return to work on a part-time basis and hours of work will be negotiated and agreed between the Head and the employee. The Head is responsible for confirming in writing to the employee and Human Resources the return to work arrangements.
- 43.8.5 An employee will advise the University in writing at least 6 weeks prior to the due date of returning to work if they wish to return on a part-time or job share basis.
- 43.8.6 An employee who has returned to work on a part-time basis may revert to full-time hours at the same classification level within 2 years of returning from Parental Leave. Where an employee makes a request to revert to full-time work or increase their fraction prior to the expiry of the period negotiated in subclause 43.8.4 the University may only refuse the request on reasonable business grounds.
- 43.8.7 An employee on Parental Leave will be consulted on any proposed organisational changes as set out in Clause 49 – Consultation on Organisational Change.

43.9 Parental Leave and the Contract of Employment

- 43.9.1 Paid Parental Leave counts as qualifying service for all purposes under this Agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this Agreement.
- 43.9.2 An employee on Parental Leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
- 43.9.3 An employee's contract of employment will not be terminated on the employee's application for Parental Leave or partner leave or absence on Parental Leave or partner leave. This does not affect:
- (a) The rights of the University to terminate employment for other contractual reasons; or
 - (b) The expiry of a fixed-term contract at the end of the contract period.
- 43.9.4 An employee employed on a second or subsequent research grant funded contract who:
- (a) Ceases employment because of the expiry of the fixed-term contract; and
 - (b) Resumes employment with the University within 6 weeks of the expiry of that contract; and
 - (c) Has not received a severance payment in accordance with Schedule F – Categories of Employment, of this Agreement,

does not break their continuity of service for the purposes of calculating eligibility for Parental Leave.

43.10 Work whilst on Parental Leave

- 43.10.1 Primary caregivers on parental leave are permitted to undertake:
- (a) Occasional casual employment with the University whilst on parental leave without pay;
 - (b) Fractional employment with the University combined with paid leave to a maximum of 1 full-time equivalent (FTE).

43.11 Adoption Leave

- 43.11.1 An employee seeking to adopt a child is entitled to reasonable unpaid leave to attend interviews or examinations required as part of the adoption process. The employee may substitute unpaid adoption leave with accrued Annual Leave or Long Service Leave.

43.12 Partner Leave

- 43.12.1 An employee who is not a primary caregiver is entitled to a period of paid or unpaid Partner Leave at the time of the birth or placement of a child/children to his or her partner.
- 43.12.2 An employee with 12 months or more continuous service with the University at the time of the birth or placement of the child is entitled to partner leave of 3 weeks of which (2) weeks in paid leave and (1) week is unpaid.
- 43.12.3 An employee with less than 12 months continuous service with the University at the time of the birth or placement of the child is entitled to (3) weeks unpaid partner leave.
- 43.12.4 Partner Leave can be taken as a minimum of 1 day at a time and up to 3 weeks in total.
- 43.12.5 Partner leave is accessible from the date of birth and up to 3 months after the date of birth.
- 43.12.6 If the employee's partner has a pregnancy that terminates, gives birth to a stillborn child or the child dies following the birth, the employee is entitled to such a period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

43.13 Casual Employees

- 43.13.1 The provisions of this Clause shall not apply to casual employees.
- 43.13.2 Entitlement to Parental Leave for casual employees is as prescribed under the *Act*.

Section 4: Other Provisions

44. **Performance of Duties**

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

45. **Flexible Work Arrangements**

- 45.1 This Clause constitutes the flexibility term referred to in section 202 of the *Act*.
- 45.2 An employee and the University may agree to make an individual flexibility arrangement to vary the terms of this Agreement, which will be confined to the following:
- 45.2.1 The taking of purchased leave in addition to that provided for in Clause 38 – Employee Funded Extra Leave.
- 45.2.2 The arrangement meets the genuine needs of the employer and employee; and
- 45.2.3 The arrangement is genuinely agreed to by the employer and employee.
- 45.3 The employer must ensure that the terms of the individual flexibility arrangement:
- 45.3.1 Are about permitted matters under section 172 of the *Act*; and
- 45.3.2 Are not unlawful terms under section 194 of the *Act*; and
- 45.3.3 Result in the employee being better off overall than the employee would be if no arrangement was made.
- 45.4 The employer must ensure that the individual flexibility arrangement:
- 45.4.1 Is in writing; and
- 45.4.2 Includes the name of the employer and employee; and
- 45.4.3 Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 45.4.4 Includes details of:
- (a) The terms of the enterprise agreement that will be varied by the arrangement; and
- (b) How the arrangement will vary the effect of the terms; and
- (c) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) States the day on which the arrangement commences.
- 45.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 45.6 The employer or employee may terminate the individual flexibility arrangement:
- 45.6.1 By giving no more than 28 days written notice to the other party to the arrangement; or
- 45.6.2 If the employer and employee agree in writing — at any time.

46. Intellectual Freedom

- 46.1 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.
- 46.2 Intellectual freedom includes:
- 46.2.1 The rights of all employees to be consulted in decision-making processes and structures within their institution, including the right to express opinions about the operations of that institution and higher education policy more generally;
 - 46.2.2 The rights of employees to pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
 - 46.2.3 The right to participate in public debates and express opinions about issues and ideas related to their discipline area;
 - 46.2.4 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;
 - 46.2.5 The right to express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate.

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

- 46.3 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'.

47. Workloads

- 47.1 The University acknowledges that workload for all employees needs to be reasonable and within the scope of agreed position descriptions. The University and employees recognise the importance of a balance between working life and family/social responsibilities and workload demands should fit within this principle. The University will use its best endeavours to ensure the workload of all employees is reasonable.
- 47.2 Whether work is divided into teams or allocated to individuals, each supervisor is responsible for ensuring workload is fair, equitable and manageable. Balancing workload elements is a matter of judgement between the supervisor and the employee or group of employees. The total workload for each employee should be clearly understood.
- 47.3 Primary indicators of unreasonable workload may include ongoing need to work excessive hours and inability to clear accrued leave.
- 47.4 Other factors that may be considered when assessing whether workload is unreasonable include:
- 47.4.1 Nature of the work;
 - 47.4.2 Work patterns;

- 47.4.3 Environment in which the work is performed;
- 47.4.4 Volume of work;
- 47.4.5 Employee turnover;
- 47.4.6 Level of employee performance; and
- 47.4.7 Distribution of tasks within a team of work unit.

Unreasonable workloads

- 47.5 The General Staff Consultative Committee may be used as a forum to facilitate consultation between management and employees or employee representatives on matters concerning unreasonable workloads.
- 47.6 If a staff member is concerned with their workload, the staff member may request a workload review by discussing it with their supervisor.
- 47.7 If the issue is not satisfactorily resolved through this process, the staff member may use the Dispute Settlement Procedures to attempt to resolve the issue. The parties will take into account factors from 47.3 and 47.4 above when assessing a dispute.

PART D - PERFORMANCE MANAGEMENT AND DEVELOPMENT

48. Professional Development Review

- 48.1 The University's Performance Management Framework includes a Professional Development Review process.
- 48.2 Employees shall undertake an annual review with their supervisor or their nominee. The University will continue to consult with employees, their Union or their employee representative regarding the, implementation of the Professional Development Review process.
- 48.3 Supervisors are required to receive relevant training in Professional Development Review prior to undertaking reviews of other employees.
- 48.4 Employees will be offered relevant training before undertaking their Professional Development Review.
- 48.5 The Professional Development Review process aims to assist all employees to perform at their optimum level and supervisors shall adopt a professional and constructive approach.
- 48.6 The Professional Development process will not be used for disciplinary purposes.

PART E – JOB SECURITY AND MANAGING CHANGE

49. Consultation on Organisational Change

49.1 Principle

The sound management of organisational change is important for the operational performance and the working environment of the University.

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

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

49.2 Definition of Organisational Change

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

- 49.2.1 Termination of employment;
- 49.2.2 Major changes in the composition, operation or size of the employer’s workforce or in the skills required;
- 49.2.3 The elimination or diminution of job opportunities, promotion opportunities or job tenure;
- 49.2.4 The alteration of hours of work; and
- 49.2.5 The need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

49.3 Preliminary discussion with employees

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

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

49.4 Consultation

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

When the University proposes to make any change that is likely to have significant effects on its employees, it will notify the affected employees, the relevant Union/s and where an employee elects their employee representative about the proposed changes and the timetabling of the formal consultation process.

Formal consultation shall include but not be limited to:

- 49.4.1 Circulation of specific written proposals for consideration;
- 49.4.2 Meeting(s) of all staff, the relevant Union/s and where an employee elects their employee representative generally no less than 5 working days after provision of the specific written proposal;
- 49.4.3 The opportunity for written responses or alternatives from affected employees the relevant Union/s and where an employee elects their employee representative, the period for submitting responses will be generally no less than 10 days after the meeting(s) in 49.4.2 above;
- 49.4.4 Meetings of management, employees and where they choose their employee representative to discuss and examine the change proposal and alternatives;
- 49.4.5 The ongoing provision of information to employees and where they choose their employee representative over the duration of the change process; and
- 49.4.6 The University shall give serious consideration to the issues raised by all participants in the consultation process.

49.5 Consultation on Organisational Change Implementation

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

- 49.5.1 Issue to directly affected employees, the relevant Union(s), and where they choose their employee representative, documentation setting out the change. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information; and
- 49.5.2 Consult employees who may be affected, and where they choose their employee representative about the change proposal; and
- 49.5.3 Meet and confer with employees and where they choose their employee representative concerned and endeavour to reach agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected employees.

50. Job Security

- 50.1 The University of Western Australia's employment philosophy is to fill positions on an ongoing basis.
- 50.2 The University remains committed to redeployment of employees where positions become redundant and will continue to use every effort to avoid forced redundancies.
- 50.3 All processes and results of decision-making about employment will be congruent with the University's commitment to equity and equal opportunity.
- 50.4 The University commits that during the nominal life of this Agreement the University will at least maintain the professional and general staff staffing level, based on professional and general staff full-time equivalent positions, at the level that existed as at 1 April 2005.
- 50.5 Nothing in this Clause stops the use of voluntary or forced redundancies in accordance with the provisions of this Agreement.
- 50.6 The provisions of this Clause shall not apply to casuals.

51. Redundancy

- 51.1 The procedures for dealing with redundancy shall be as set out in Schedule E – Redeployment, Redundancy and Retrenchment.

PART F– DISPUTES AND GRIEVANCES

52. Grievance Settlement Procedures

- 52.1 At any stage of these procedures an employee may appoint a Union or employee representative to accompany or represent them in relation to the grievance.
- 52.2 The procedure for resolving grievances relating to conditions of employment shall be as follows:
 - 52.2.1 An employee with a grievance shall first discuss it with their immediate supervisor.
 - 52.2.2 If the employee is not satisfied with the outcome of action taken under 52.2.1 above then the employee may refer the grievance to the Head.
 - 52.2.3 The Head shall consider the matter as soon as practicable and inform the employee within 5 working days either of the decision in the matter or of the action proposed.
 - 52.2.4 If the employee is not satisfied with the outcome of action taken under 52.2.3 above then the employee may notify the Vice-Chancellor or nominee.
 - 52.2.5 The Vice-Chancellor or nominee, on being notified of the existence of a grievance, shall act promptly to have the matter resolved.

53. Dispute Settlement Procedure

- 53.1 The parties agree that all employees and the University have an interest in the proper application of this Agreement. Disputes arising under the operation or application of this Agreement or the National Employment Standards are to be dealt with in accordance with this Clause. At any stage of the dispute, an employee may seek the advice and/or be accompanied or represented by the Union or an employee representative.
- 53.2 Where a dispute arises an employee, the Union or an employee representative shall notify the University of the existence of a dispute and shall discuss the dispute with the appropriate representative of management and attempt to reach agreement within 5 working days.
- 53.3 If the dispute is not able to be resolved at subclause 53.2 above, the employee(s), the Union or the employee representative may refer the dispute to the Director, Human Resources or nominee and attempt to reach agreement within a further 5 working days.
- 53.4 Where the dispute is not resolved by the Director, Human Resources or nominee to the satisfaction of the employee, and all agreed steps for resolving the dispute have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution. Resolution may be sought by mediation and/or conciliation and, where the matter remains unresolved, arbitration.
- 53.5 Where arbitration is necessary, FWC may exercise procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 53.6 The period for resolving a dispute may be extended by agreement between the University and the employee, the Union or the employee's representative.

- 53.7 While these dispute settling procedures are taking place, working arrangements as they existed prior to the dispute will continue, unless an employee has reasonable concern about an imminent risk to their health or safety.
- 53.8 The parties agree to implement the outcomes of arbitrated decisions of FWC arising from disputes raised under this Clause.

PART G – WORKPLACE RELATIONS RELATED MATTERS

54. Workplace Relations Training Leave

- 54.1 An employee who is involved in recognised workplace relations activities, such as accredited short courses, seminars or conferences, shall be granted up to a maximum of 37.5 hours paid leave per calendar year for workplace relations training or similar courses or seminars as approved. However, leave of absence in excess of 37.5 and up to 75 hours may be granted in any 1 calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 75 hours.
- 54.2.1 Workplace relations training will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- 54.2.2 Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
- 54.3 Subject to subclause 54.1 of this Clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 54.4 The granting of leave pursuant to the provisions of subclause 54.1 of this Clause is subject to the operation of the University not being unduly affected or inconvenienced.
- 54.5 Any application by an employee shall be submitted to the University for approval at least 4 weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
- 54.5.1 All applications for leave shall provide details as to the subject, commencement date, length of course, venue and the Authority that is conducting the course.
- 54.6 A qualifying period of 12 months in University employment shall be served before an employee is eligible to attend courses or seminars of more than a half day duration. The Vice-Chancellor may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months University service.
- 54.7 The University shall not be liable for any expenses associated with an employee's attendance at workplace relations training courses.
- 54.7.1 Leave of absence granted under this Clause shall include any necessary travelling time in normal working hours immediately before or after the course.
- 54.8 The provisions of this Clause shall not apply to casual employees.

55. Leave to Attend Workplace Relations Matters

- 55.1 The University shall grant paid leave during ordinary working hours to an employee:
- 55.1.1 Who is required to give evidence before any industrial tribunal;
 - 55.1.2 Who is an employee representative of the employees and required to attend:
 - (a) Negotiations and/or conferences with the University;
 - (b) Joint employee/management consultative committees or working parties; or
 - (c) Meetings preliminary to negotiations or industrial hearings, where the University has provided prior agreement.
- 55.2 The granting of leave pursuant to subclause 55.1 of this Clause shall only be approved:
- 55.2.1 Where an application for leave has been submitted by an employee a reasonable time in advance;
 - 55.2.2 For the minimum period necessary;
 - 55.2.3 For those employees whose attendance is essential;
 - 55.2.4 When the operation of the University is not being unduly affected or inconvenienced.
- 55.3 Leave of absence will be granted at the ordinary rate of pay
- 55.3.1 The University shall not be liable for any expenses associated with an employee granted leave pursuant to subclause 55.1.
 - 55.3.2 Leave of absence granted under this Clause shall include any necessary travelling time in normal working hours.
- 55.4 Nothing in this Clause shall diminish the existing arrangements relating to the granting of paid leave to attend workplace relations matters.
- 55.4.1 An employee shall not be entitled to paid leave to attend workplace relations matters other than as prescribed by this Clause.
 - 55.4.2 The provisions of this Clause shall not apply to special arrangements made which provide for unpaid leave for employees to attend workplace relation matters.
- 55.5 The provisions of this Clause shall not apply when an employee is absent from work without the approval of the Head.

56. Right of Entry

- 56.1 The University and employees agree to comply with the right of entry provisions in the *Act*.

57. Union Representation

- 57.1 Where an employee covered by this Agreement requires assistance regarding their employment conditions, they may seek the assistance and support of a representative of a Union.

PART H – EQUITY AND DIVERSITY

58. Anti-discrimination

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

59. Workplace Bullying

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

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

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

59.4 The University encourages all employees to report workplace bullying.

60. Gender Pay Equity

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

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

61. Family Friendly Workplace

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

62. Staff Development Fund

62.1 The University shall establish a centrally administered Professional and General Staff Development Fund “the Fund”. The Fund shall provide equitable access to development for all staff.

Signatories

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

Address

In the presence of

Date :

Signed for and on behalf of the
Community and Public Sector Union

Address

In the presence of

Date :

Signed for and on behalf of
United Voice

Address

In the presence of

Date :

Signed for and on behalf of
The Australian Manufacturing Workers Union

Address

In the presence of

Date :

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

In the presence of

Date :

SCHEDULE A - CLASSIFICATION AND SALARY SCHEDULE

1. The rates set out in column B of the Salary Schedule are the current rates of pay.
2. The rates set out in column C of the Salary Schedule provide for a 0.75% salary increase which shall apply from the beginning of the first full pay period on or after the date of lodgement.
3. A \$500 one-off payment (pro-rata) will be paid in the first full pay period on or after the date of lodgement.
4. The rates set out in column D of the Salary Schedule provide for a 3% salary increase which shall apply from the first full pay period in September 2014.
5. The rates set out in column E of the Salary Schedule provide for a 3% salary increase which shall apply from the first full pay period in September 2015.
6. The rates set out in column F of the Salary Schedule provide for a 3.25% salary increase which shall apply from the first full pay period in September 2016.
7. **Salary Schedule**

A	B	C	D	E	F
Level	Current rates	\$ pa (0.75%) Effective first pay period after lodgement	\$ pa (3.0%) Effective 21/9/14	\$ pa (3.0%) Effective 20/9/15	\$pa (3.25%) Effective 18/9/16
1.1	42,932	43,254	44,552	45,889	47,380
1.2	43,832	44,161	45,486	46,851	48,374
1.3	44,734	45,070	46,422	47,815	49,369
2.1	46,087	46,433	47,826	49,261	50,862
2.2	46,990	47,342	48,762	50,225	51,857
2.3	47,665	48,022	49,463	50,947	52,603
3.1	48,571	48,935	50,403	51,915	53,602
3.2	49,933	50,307	51,816	53,370	55,105
3.3	51,292	51,677	53,227	54,824	56,606
3.4	52,652	53,047	54,638	56,277	58,106
3.5	54,012	54,417	56,050	57,732	59,608
4.1	56,280	56,702	58,403	60,155	62,110
4.2	57,641	58,073	59,815	61,609	63,611
4.3	58,773	59,214	60,990	62,820	64,862
4.4	59,907	60,356	62,167	64,032	66,113
4.5 *	61,722	62,185	64,051	65,973	68,117
5.1	60,814	61,270	63,108	65,001	67,114

5.2	62,628	63,098	64,991	66,941	69,117
5.3	64,896	65,383	67,344	69,364	71,618
5.4	67,619	68,126	70,170	72,275	74,624
5.5 *	69,430	69,951	72,050	74,212	76,624
6.1	69,882	70,406	72,518	74,694	77,122
6.2	71,243	71,777	73,930	76,148	78,623
6.3	72,603	73,148	75,342	77,602	80,124
6.4	73,966	74,521	76,757	79,060	81,629
6.5 *	75,776	76,344	78,634	80,993	83,625
7.1	76,685	77,260	79,578	81,965	84,629
7.2	79,406	80,002	82,402	84,874	87,632
7.3	82,125	82,741	85,223	87,780	90,633
7.4	85,300	85,940	88,518	91,174	94,137
7.5*	88,019	88,679	91,339	94,079	97,137
8.1	85,753	86,396	88,988	91,658	94,637
8.2	88,475	89,139	91,813	94,567	97,640
8.3	91,196	91,880	94,636	97,475	100,643
8.4	93,917	94,621	97,460	100,384	103,646
8.5*	102,079	102,845	105,930	109,108	112,654
9.1	99,357	100,102	103,105	106,198	109,649
9.2	101,170	101,929	104,987	108,137	111,651
9.3	102,983	103,755	106,868	110,074	113,651
9.4	105,252	106,041	109,222	112,499	116,155
10	107,520	108,326	111,576	114,923	118,658

* These points represent Salary Protection Points (SPP) and are not accessible to all employees.

WAGES STAFF TRANSLATION TABLES

The following job categories will be classified at the following HEE classification levels:

Existing Job Category	Translated HEE Classification
Labourer (Grounds)	1
Cleaner	1
Gardener/Ground Attendant Grade 2	1
Assistant Rigger	1
Building Labourers	1
Janitor/Driver	2
Janitor	2
Senior Maintenance Attendant Grounds	2
Security Employee	2
Traffic Controller	2
Trade Assistant	2
Rigger	2
Storeperson	2
Motor Vehicle Driver 4.5 tonne (TWU)	2
Substation Attendant	2
Street Light Patrol Person	2
Senior Gardener Grounds	2
Gardener Grounds Grade 1	2
Motor Vehicle Driver Grounds	2
Motor Vehicle Driver 1.2 to 3 Tonnes	2
Senior Security Employee	3
Plumber	3/4
Horticulturist	3/4
Electrical Installer	3/4
Painter	3/4
Carpenter	3/4
Mechanical Refrigeration/Fitter	3/4
Bricklayer	3/4
Sub Foreperson	4
Foreperson Grounds Grade 1	4
Foreperson Class 1	5
Foreperson Class 2	5

SCHEDULE B - DESCRIPTORS

The following descriptors are the primary factor for determining the classification of positions at all levels.

Definition 1:	Qualifications
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade Certificate:	Completion of an apprenticeship, normally of 4 years duration, or equivalent recognition e.g. Certificate III.
Post-trade Certificate:	A course or courses of study augmenting a trade certificate and usually requiring at least 300 hours of study.
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2 year part-time post-Year 12 or post-trade certificate course.
Diploma	A 2 year full-time or 4 year part-time course with a Year 12 prerequisite.
Advanced Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full-time post Year 12 study.
Degree	A recognised degree or 3 year full-time diploma from a tertiary institution. The degree may take between 3 and 5 years to complete on a full-time basis, and may be combined with a graduate certificate or diploma.
Post-Graduate degree:	A recognised Masters Degree or Doctoral Award (for the purposes of these descriptors, a post graduate certificate or diploma of up to 1 years full-time study is included in the same category as a degree and is not included in this postgraduate category).

Definition 2: Supervision, Line Management, Management

Supervision is distinguished in these descriptors, from line management and management. "Supervision" refers to providing day to day guidance, straightforward rostering, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring.

Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non- standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

“Line management” refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff. Management adds to line management the setting of longer term priorities and objectives, the shaping of organisational structures and a greater influence over the size and composition of the resources available.

Definition 3: Classification Dimensions

Education, Training and Experience

The type and duration of formal education and training which the duties of the classification level typically require for effective performance. Education and training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures. Experience is the process of acquiring skills and knowledge through previous employment.

Supervision and Independence

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction.

Task level

The type, complexity and responsibility of tasks typically performed by staff within each classification level.

Organisational relationships and Impact

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put. “Impact” refers to the level of influence staff may have on the organisation.

Judgment and problem solving

“Judgment” is the ability to make sound decisions based on an understanding of relevant procedures and, recognising the consequences of decisions taken or actions performed. “Problem solving” is the process of defining or selecting the appropriate course of action.

This dimension looks at how much of each of these two qualities applies at each classification level.

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
1		<p>Perform repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than 1 month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.</p>	<p>Solve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.</p>	<p>Close supervision.</p> <p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.</p> <p>In the case of experienced staff working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>	<p>Can be expected to provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior staff.</p>
2	<p>Completion of year 12 with nought to 12 months relevant work experience; or</p> <p>Completion of year 10 and typically 2 to 3 years relevant work experience; or</p> <p>Completion of Certificate I or II with work related experience.</p>	<p>Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.</p>	<p>Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p>	<p>Routine supervision.</p> <p>Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p>	<p>Knowledge of and ability to relay information on requirements or procedures in own work area or perform tasks which may involve providing a general directory service to members of the public, students and other staff (eg. advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p>

3	<p>Completion of a trades certificate or Certificate III, without subsequent experience as a qualified tradesperson upon appointment; or</p> <p>Completion of Year 12 or Certificate II, typically with at least 1 year's subsequent relevant work experience, or</p> <p>Completion of a Diploma with no relevant on the job experience;</p> <p>Staff advancing through this level may perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or diploma.</p>	<p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>	<p>Will:</p> <ul style="list-style-type: none"> • Solve similar problems, requiring some initiative and interpretation in the application of established rules, procedures, precedents, practices or techniques; and • Exercise some judgement over when to refer matters or seek assistance; and • Where the opportunity arises, make suggestions and develop local job specific systems to assist in the completion of allocated tasks. 	<p>Routine Supervision to General Direction</p> <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where:</p> <ul style="list-style-type: none"> • Task objectives are well defined, and • Choices are made between a range of straightforward alternatives. <p>Guidance on the approach to non standard, more complex or new circumstances will be provided by others.</p> <p>Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p>	<p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p>
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4	<p>Completion of a diploma level qualification typically with relevant work related experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or</p> <p>Year 12 and a detailed knowledge of specific administrative procedures and technical office skills, typically requiring at least 4 years relevant work experience, often combined with some formal training, to acquire; or</p> <p>Completion of a post-trade certificate or Certificate IV and subsequent relevant experience, or</p> <p>Completion of a trade certificate or Certificate III and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills.</p>	<p>Perform a variety of tasks which</p> <ul style="list-style-type: none"> • Require a sound working knowledge of relevant trade, technical or administrative practices, • Include limited creative, planning or design functions, and • Require an awareness of the relevant theoretical or policy context. <p>Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than 1 trade. May involve the application of specialist skills, eg. producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p>	<p>Solve standard problems within an established framework or body of knowledge by:</p> <p>(i) Applying a range of procedures and work methods;</p> <p>(ii) Being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures; and</p> <p>(iii) Selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems.</p> <p>Will use operational experience to monitor and contribute to local procedures and systems.</p>	<p>General direction.</p> <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods and sequences, where choices are made which require some understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available.</p> <p>May be responsible for</p> <ul style="list-style-type: none"> • Supervising others performing a range of tasks within a single work unit; • Providing on the job training and assistance to others; and/or • Co-ordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. <p>May undertake stand alone work appropriate to this level.</p>	<p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by:</p> <ul style="list-style-type: none"> • Providing information about procedures, rules or techniques; and by • Interpreting procedures and selecting between work methods and sequences. <p>Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.</p>
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5	<p>Perform duties at a skill level which requires:</p> <p>(i) Completion of a degree without subsequent relevant work experience as a graduate upon appointment; or</p> <p>(ii) Completion of a diploma consolidated by a range of experience, typically requiring at least 2 years subsequent relevant work experience to acquire; or</p> <p>(iii) Completion of a certificate IV or a post-trades certificate typically consolidated by extensive subsequent relevant experience.</p>	<p>Perform tasks which require:</p> <p>(i) The standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise; or</p> <p>(ii) Depth (i.e., the development of some areas of specialisation) or breadth of technical, trade or administrative expertise. Knowledge of particular procedures or techniques is supported by a sound appreciation of the relevant theoretical or policy framework, which guides the interpretations and choices required.</p> <p>Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, for example, the trialling of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases, or the initial or straightforward drafting of reports, submissions or non-standard correspondence.</p>	<p>Solve diverse problems (characterised by subject range or depth) which require judgement and initiative based on:</p> <p>(a) Theoretical knowledge; and/or</p> <p>(b) A thorough knowledge of a complex set, or a wide range, of rules, activities, techniques or procedures.</p> <p>May make regular operational decisions on entitlements, or on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients. May provide some assistance with forward planning, estimating and budgeting, derived from operational responsibilities.</p>	<p>General direction.</p> <p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to apply and interpret procedures. Participate in planning and scheduling a range of activities and responsibilities.</p> <p>May:</p> <ul style="list-style-type: none"> • Supervise staff and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems; or • Supervise or co-ordinate staff with different areas of skill. 	<p>Apply a detailed knowledge of the interaction between work unit policies, systems and procedures and policies, systems and procedures in any other related areas, to:</p> <ul style="list-style-type: none"> • Respond to standard circumstances; • Advise, assist and influence others; and • Where relevant suggest operational changes or make minor refinements to local procedures where the impact on related activities and procedures is considered.
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6	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree, typically with 2 or more years subsequent relevant experience to consolidate the theories and principles learned; or</p> <p>(ii) A Diploma followed by either the development of specialist expertise or the development of broad knowledge, in technical or administrative fields, typically requiring 4 years subsequent experience.</p>	<p>Perform a range of assignments which:</p> <ul style="list-style-type: none"> • Are guided by policy or objectives and, where relevant, by professional standards; • Require a conceptual understanding of relevant policies, procedures or systems; and • Require interpretation in the application of policy and/or precedent. <p>Some ingenuity in the investigation of a range of operating or design issues may be a key duty at this level. May support academic programs by designing and developing practical experiments and assisting with the development and planning of course work.</p>	<p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes. May:</p> <p>(i) Apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures;</p> <p>(ii) Develop section procedures;</p> <p>(iii) Use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements; and/or</p> <p>(iv) Undertake planning involving resource use or develop proposals for resource allocation.</p>	<p>General to Broad Direction.</p> <p>Duties arise from role statements, supplemented by assignment allocation as relevant.</p> <p>Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie. for own position and for a team or section if applicable).</p> <p>May have supervisory responsibility and some line management responsibility for staff performing a set of related functions. May have staff reporting indirectly to the position.</p>	<p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p>
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7	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree with typically at least 4 years subsequent relevant experience to consolidate and extend the theories and principles learned; or</p> <p>(ii) Extensive experience and management and or specialist expertise.</p>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may:</p> <p>(i) Provide consultancy advice to others; and/or</p> <p>(ii) Practice, or provide comprehensive instruction to students or staff, in a specialised area of theoretical, policy or technical complexity.</p>	<p>Independently apply theoretical or policy knowledge to:</p> <p>(i) Modify and adapt techniques to develop innovative methodologies;</p> <p>(ii) Research and analyse a situation to propose new responses or solutions; and/or</p> <p>(iii) Take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.</p> <p>Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy which has an impact beyond the immediate work area.</p>	<p>Broad direction.</p> <p>Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff delivering a range of administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p>	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>
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8	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree with substantial extension of the theories and principles, typically requiring at least eight years relevant graduate experience; or</p> <p>(ii) A range of management experience; or</p> <p>(iii) Postgraduate qualification with relevant experience.</p>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to:</p> <p>(i) Manage established programs and budgets;</p> <p>(ii) Develop, review or evaluate significant policies, programs or initiatives, usually with impact beyond the immediate area of responsibility, or requiring comprehensive contextual knowledge;</p> <p>(iii) Be a recognised authority within the University in a complex specialised area;</p> <p>(iv) Develop or apply new principles and technology; and/or</p> <p>(v) Provide professional or consultancy services with recognised standing across or outside the University.</p> <p>Tasks may span a range of activities in a complex, specialised environment.</p>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, which may include a requirement to draw together the interests of several functional or specialist areas. May provide key strategic advice on management or technical issues at Department level or equivalent.</p>	<p>Broad Direction.</p> <p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>	<p>Apply a thorough knowledge of:</p> <ul style="list-style-type: none"> • University wide policies, legislation and other external requirements relevant to the responsibilities of the position; and/or • Diverse research and teaching activities (e.g., at the level of a large Department). <p>To have a substantial influence on policy development, on Department or equivalent management and or to manage or co-ordinate a program(s).</p>
9	<p>Perform duties at a skill level which requires:</p> <p>(i) Extensive management expertise and supporting experience; or</p> <p>(ii) Postgraduate qualification and extensive relevant experience;</p>	<p>Perform tasks involving:</p> <p>(i) A significant creative, planning, entrepreneurial or management contribution to the development or operation of major professional, management or administrative policies or programs, usually at or above the Faculty level or equivalent; and</p> <p>(ii) Responsibility for or impact on significant resources.</p>	<p>Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within broad statements of role objectives where responsibilities have been substantially delegated. Have independence in the allocation of resources within constraints established by senior management.</p>	<p>Broad direction.</p> <p>Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available. Alternatively, may have wide discretion in area of expertise and provide high level advice in a specialised area of theoretical or policy complexity with corporate impact.</p>	<p>Take a leading operational role in the development or review of policies or programs. Responsibilities commonly require significant planning, liaison, consultation and negotiation, often involving external parties and/or a comprehensive knowledge of external opportunities, regulations or requirements. Apply a comprehensive knowledge of related programs. Duties may have corporate impacts.</p>

10	<p>Perform duties at a skill level which requires:</p> <p>(i) Experience and expertise in the management of significant human and material resources; or</p> <p>(ii) Experience and expertise in the provision of strategic policy advice affecting the direction of the University.</p>	<p>Perform tasks requiring the conceptualisation, development, review and accountability for the operation of major professional, management or administrative policies or programs at the corporate level. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources or major University policies.</p>	<p>Be accountable for the achievement of objectives and management of programs affecting a significant organisational area at Faculty level or equivalent. Will be either an influential contributor to decisions over the allocation or use of substantial resources or to the development of policy with substantial corporate impact. May have responsibility for managing substantial contract obligations or a substantial budget, including the discretion to re-allocate funds or priorities within a budget.</p>	<p>Broad direction.</p> <p>Either:</p> <p>(i) Substantial management responsibility, usually for diverse activities; or</p> <p>(ii) Work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.</p>	<p>Taking into account the views and interests of others:</p> <p>(i) Carry operational responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems at Faculty level or higher; or</p> <p>(ii) Bring a multi-perspective understanding to the development, communication, marketing or implementation of new policies or programs.</p>
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SCHEDULE C - POSITION CLASSIFICATION REVIEW

1. INTRODUCTION

The evaluation and classification of positions is a process which has been implemented at the University to ensure that positions with similar levels of duty and responsibility are accorded similar levels.

The University will evaluate the classification of positions for the following reasons:

- The creation of a new position;
- A request for reclassification;
- Major changes to a position description;
- The advertising of a vacant position;
- An organisational restructure.

Determination of position classification will focus on 2 main factors consistent with the University's Position Classification and Review Policy:

- Work Value Principles; and
- Broad Level Classification Descriptors.

In addition, comparative positions will be considered to ensure equity and to produce a measurement of work value against a standard.

The classification process will deal with the assessment of the position and not the employee who may occupy the position. Any performance issues must be addressed by management as part of a separate process and as soon as they become evident.

2. CLASSIFICATION REVIEW COMMITTEE

The Classification Review Committee is a part of the process for reclassification. The purpose of the Committee is to review appeals and also to monitor trends and deal with major issues. The Committee would ensure equity and consistency in the classification process. The Director, Human Resources would report to the Committee on any trends and major issues.

The Committee will meet on a quarterly basis, when required or more frequently as it determines:

- Policy review, including monitoring and auditing;
- Classification statistical review, unsuccessful applications, gender and diversity;
- Classification appeals; and
- Review of standard position descriptors.

The Committee may recommend an amendment to the effective date of classification where it can be shown that there has been an excessive delay in the registering of an application with Human Resources.

The Committee may recommend that the applicant submit an application for salary progression in the appropriate way.

Membership

The constitution of the Classification Review Committee is as follows:

- Director, Human Resources or nominee (Chair);
- Head or past Head (Vice-Chancellor's nominee);
- 2 staff representatives selected by the Chair from a pool of 4 elected staff representatives on the basis of a relevant occupational group;
- A representative from the relevant Union; and

- Employee Relations Officer (Classifications).

In finalising membership for each Committee the aim should be to achieve a satisfactory balance in terms of classification levels and gender.

Membership will be for 3 years according to policy. The Committee will be authorised to make recommendation with a quorum of 4 members including at least 1 staff representative, 1 Union representative and the Chair.

3. CHANGES TO A POSITION DESCRIPTION

Changes to a position description must be dealt with in accordance with University policy and where a position is occupied shall be done in consultation with the employee who holds that position.

4. TIMELINE

The objective is to meet fair and reasonable timelines for processing all matters which are the subject of the University's Position Classification and Review Policy.

SCHEDULE D - TRAVELLING ALLOWANCE

<u>Item</u>	<u>Particulars</u>	<u>Rates from July 2014</u>
	<u>ALLOWANCE TO MEET INCIDENTAL EXPENSES</u>	\$
1	W.A.—South of 26° South Latitude	\$13.63
2	W.A.—North of 26° South Latitude	\$17.31
3	Interstate	\$17.31
	<u>ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT A HOTEL OR MOTEL</u>	
4	W.A.—Metropolitan Hotel or Motel	\$227.01
5	Locality South of 26° South Latitude	\$195.62
6	Locality North of 26° South Latitude:	
	Broome	\$300.68
	Carnarvon	\$258.97
	Dampier	\$232.64
	Derby	\$227.83
	Exmouth	\$246.54
	Fitzroy Crossing	\$362.88
	Gascoyne Junction	\$161.24
	Halls Creek	\$301.29
	Karratha	\$377.09
	Kununurra	\$310.01
	Marble Bar	\$225.30
	Newman	\$316.92
	Nullagine	\$190.48
	Onslow	\$226.68
	Pannawonica	\$232.26
	Paraburdoo	\$298.85
	Port Hedland	\$272.21
	Roebourne	\$161.56
	Sandfire	\$221.49
	Shark Bay	\$167.34
	Tom Price	\$267.14
	Turkey Creek	\$179.64
	Wickham	\$212.73
	Wyndham	\$192.94
7	Interstate—Capital City	
	Sydney	\$279.57
	Melbourne	\$287.17
	Other capitals	\$234.62
8	Interstate—Other than Capital City	\$195.62

ACCOMMODATION INVOLVING AN OVERNIGHT STAY
AT OTHER THAN A HOTEL OR MOTEL

9	W.A.—South of 26° South Latitude	\$92.70
10	W.A.—North of 26° South Latitude	\$108.12
11	Interstate	\$108.12

TRAVEL NOT INVOLVING AN OVERNIGHT STAY

12	W.A.—South of 26° South Latitude:	
	Breakfast	\$16.86
	Lunch	\$16.86
	Evening Meal	\$45.39
13	W.A.—North of 26° South Latitude and Interstate:	
	Breakfast	\$18.40
	Lunch	\$30.11
	Evening Meal	\$42.35
14	Interstate:	
	Breakfast	\$17.26
	Lunch	\$30.11
	Dinner	\$42.35

These allowances will be varied each July to give effect to CPI annual movements released with the March quarter figures.

SCHEDULE E – REDEPLOYMENT, REDUNDANCY AND RETRENCHMENT

1. PRINCIPLES

- 1.1 That the redeployment, redundancy and retrenchment provisions herein shall be implemented to produce outcomes which are consistent with the following:
- 1.1.1 Employees are actively encouraged to participate in the restructuring of the University to improve productive performance and maximise its potential and actual growth in levels of service and achievement of its goals.
 - 1.1.2 Retraining and/or re-skilling will be provided where necessary to employees placed on the redeployment list with the aim of enhancing the employees' skills in order to match those skills required by the University.
 - 1.1.3 Employees placed on the redeployment list who do not wish to accept redeployment will have, at their own discretion, the opportunity to terminate their services in accordance with these provisions.
 - 1.1.4 The employee is informed of the options available.
 - 1.1.5 Decisions take into account the preferences of employees placed on the redeployment list.
 - 1.1.6 Employees' employment status is not altered as a result of becoming a redeployee.
 - 1.1.7 Decisions and processes embody the principles of natural justice, are documented and are capable of review.
 - 1.1.8 The redeployment of an employee should not be a process for the management of performance issues.
 - 1.1.9 Appropriate confidentiality is maintained.

2. APPLICATION

- 2.1 The provisions of this Clause apply to professional and general staff of the University who hold ongoing appointments.

3. DEFINITIONS

- 3.1 “**Ongoing appointment**” means an engagement which requires the appointee to work full-time or part-time on a continuing basis until the employee:
- 3.1.1 Retires at or over the age of 55 or is retired by the University on the grounds of ill health or for any other cause;
 - 3.1.2 Resigns;
 - 3.1.3 Is dismissed; or
 - 3.1.4 Is retrenched.
- 3.2 “**Retrenchment**” or “**Redundancy**” means a situation where a job performed by an employee ceases to exist or becomes surplus to requirements as a result of:
- 3.2.1 Financial and staffing constraints leading to the rearrangement of functions or classifications;
 - 3.2.2 A decision by the University to discontinue or curtail a particular service or activity;
 - 3.2.3 Reduced demand or other workload factors;
 - 3.2.4 Technological change and development; or
 - 3.2.5 Statutory change.

- 3.3 “**Redeployment**” means a situation where the position occupied by the employee is identified as redundant and the University determines that the employee can be transferred to suitable alternative employment elsewhere in the University.
- 3.4 “**Suitable alternative employment**” shall be defined as that which provides the employee with a position which:
- 3.4.1 Does not alter the employee’s ongoing status;
- 3.4.2 Has a wage or salary as close as possible (but not less) to that of the employee’s existing position provided that in accordance with the provisions of subclause 9 of this Clause the employee may agree to accept a lesser wage or salary if redeployed to a lower classified position;
- 3.4.3 Has regard to:
- (a) The relevance of the duties and responsibilities and selection criteria of the position, to the qualifications, experience and competence of the employee; and
- (b) The ordinary hours of duty being in general no less than those worked by the employee in their original position.
- 3.4.4 The employee is capable of being trained to perform the full range of duties of the position within a reasonable time period.
- 3.5 “**Redeployment List**” means a list of staff occupying positions identified as being excess to the University’s requirement.
- 3.6 “**Work area**” will normally refer to a department or administrative section within the University.

4. REDUCTION OF POSITION FRACTION

- 4.1 Where a full-time position becomes part-time because the requirements of the job have decreased and the occupant of the position is made part-time as a result of the decreased requirements the following shall apply:
- 4.1.1 The employee may request redeployment to a full-time position or full-time status;
- 4.1.2 Where the employee has requested redeployment the University shall attempt to find suitable alternative employment in accordance with these provisions;
- 4.1.3 The employee has no entitlement to receive and the University may not make any pro-rata severance payments as a result of an employee converting to part-time employment.

5. REDUNDANCY

- 5.1 No employee shall be entitled to receive a promotion as a consequence of being declared redundant.
- 5.2 Where potential redundancy situations arise the University shall provide written advice to the employee/s. Such advice shall detail the reasons for the potential redundancy or redundancies. An employee may request that their employee representative be involved.
- 5.3 An employee who has been notified that their position is redundant shall be given a minimum period of 4 weeks to notify the University, in writing, whether or not they wish to be considered for redeployment.

6. REDEPLOYMENT

- 6.1 Where an employee elects to be considered for redeployment in accordance with Clause 5, the University shall attempt to find suitable alternative employment for a period of up to 6 months from the date that the employee was notified that the position they occupy is surplus to the University's requirements.
- 6.2 The suitability of alternative employment or training shall be determined after consultation with the employer and employee in accordance with Clause 1 of this Clause and having regard for the particular circumstances of each employee.
- 6.3 Human Resources shall be responsible for identifying all vacancies which may be suitable for redeployees.
- 6.4 Once such positions have been identified every endeavour will be made to facilitate the initial trial placement of the redeployee to the position. This will include a requirement that the redeployee be interviewed by the Head and the relevant school/section staff prior to the advertisement of the vacant position.
- 6.5 As a result of the interview process should it be determined that the redeployee is not able to demonstrate that he/she meets the essential criteria for the position the Head shall provide written reasons detailing why the redeployee is not suitable. This information is to be forwarded to the Director, Human Resources through the Dean.
- 6.6 The Director, Human Resources is responsible for reviewing the report submitted and providing clearance for the vacant position to be advertised.
- 6.7 The Director of Human Resources may direct that a redeployee be placed in a position for which they are suitable.
- 6.8 During the redeployment period the employee may be directed by the University to clear all accrued and banked flexi leave and accrued time off in lieu.

7. ELECTION

- 7.1 While on redeployment, an employee may elect to leave the services of the employer.
- 7.2 Where an employee does elect to leave the services of the employer, and provided that there is at least 4 weeks remaining of the maximum 6 month redeployment period the employee will receive 4 weeks' pay in lieu of notice.
- 7.3 An employee who does not elect to be redeployed will be given 8 weeks notice of the date on which he or she will be retrenched, or will be given payment in lieu of all or part of this notice.
- 7.4 An employee who elects to leave the service of an employer shall be paid the severance and other payments prescribed by Clause 12 of this Clause.

8. TERMINATION

- 8.1 An employee who elects to be redeployed under this Clause may be terminated by the University by the giving of 4 weeks' notice or payment in lieu of all or part of this notice, on the grounds that successful redeployment is no longer considered possible. Provided that notice under this provision shall not be given until a period of 4 months has elapsed since the employee was notified, in accordance with the provisions of subclause 6.1, that the position they occupy is surplus to requirements.

An employee whose services are terminated by the employer shall be paid the severance and other payments prescribed by Clause 12.

9. TRIAL PERIOD IN ALTERNATIVE EMPLOYMENT

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

10. LEAVE AND ASSISTANCE TO SEEK ALTERNATIVE EMPLOYMENT

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

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

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

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

11. INCOME MAINTENANCE

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

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

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

- 11.4 For the purpose of subclauses 11.1 and 11.2, the total remuneration shall include allowances which represent:

- (a) A relieving allowance that has been paid continuously for 12 months;
- (b) An allowance which is paid on a regular basis and would continue to be paid during periods of annual leave and includes special allowances granted through salary progression.

12. SEVERANCE

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

12.2 Severance Pay

- 12.2.1 Each employee referred to in subclause 12.1 of this Clause shall receive the following severance payment from the employer.

- (a) 3 weeks' pay for each completed year of service for the first 10 years and 2 weeks' pay for each completed year of service for subsequent years to a maximum of 104 weeks';

- (b) Where an employee has had periods of part-time and full-time employment their payment will be based on an average of the years worked full-time and the years worked part-time over their whole period of employment;
- (c) 4 weeks' pay at their substantive rate in lieu of notice, provided that in accordance with subclause 7.3 of this Schedule, an employee who does not elect to be redeployed shall receive 8 weeks' pay in lieu of notice;
- (d) Accrued Annual Leave entitlements;
- (e) Accrued Annual Leave loading;
- (f) Accrued Long Service Leave entitlement;
- (g) Pro-rata Annual Leave calculated in accordance with the relevant Award or Industrial Agreement;
- (h) Pro-rata Long Service Leave; and
- (i) All accumulated or bank flexitime that cannot be cleared.

13. SUBSTITUTED REDEPLOYEE

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

14. EMPLOYEES TO WHOM THESE PROVISIONS DO NOT APPLY

- 14.1 Employee retired on grounds of ill health;
- 14.2 Employees whose employment is terminated as a consequence of poor performance or misconduct on the part of the employee;
- 14.3 Casual employees;
- 14.4 Any employee who is transferred to alternative duties where such duties are within the limits of the employee's skill, competence and training;
- 14.5 Employees to whom Clause 15 applies;
- 14.6 Employees who are on probation; or
- 14.7 Employees engaged for a fixed-term or for the duration of a specific project.

15. RESTRUCTURES

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

16. DISPUTE RESOLUTION PROCEDURES

- 16.1 Any dispute over the applications of these provisions will be dealt with in accordance with the dispute resolution procedures of this Agreement.

SCHEDULE F – CATEGORIES OF EMPLOYMENT

1. It is the intention of the University to ensure that all professional and general staff fixed-term contract positions be assessed at the end of their current contract to ensure that the future employment relationship matches the nature of the position. The four categories of employment are:
 - 1.1 Ongoing;
 - 1.2 Ongoing contingent funded research
 - 1.3 Fixed-term; or
 - 1.4 Casual.

2. **Ongoing**
 - 2.1 Defines a position that has an indefinite period of employment characterised by a long term need and funding. An ongoing contract should be offered if the position is ongoing or does not meet the criteria for fixed-term contracts provided at subclause 3 of this Clause.

3. Professional and general staff who are employed in positions at level HEE 10 or above are excluded from the application of the provisions below.

4. **Ongoing contingent funded research contract of employment**
 - 4.1 An ongoing contingent funded research contract is a contract with limited term funding provided from external sources. Ongoing contingent funded research contract are not funded through an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - 4.2 A research intensive fixed-term staff member may be appointed to an ongoing contingent funded research contract of employment where the staff member:
 - 4.2.1 is 0.5 FTE or more;
 - 4.2.2 has been employed continuously by UWA for a period of 3 years or more;
 - 4.2.3 who is to be appointed to their second or subsequent consecutive contract; and
 - 4.2.4 is employed on a research project.
 - 4.3 Where the staff member meets all of the above criteria the staff member will move onto an ongoing contingent funded research contract.
 - 4.4 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 duties commensurate with their levels of appointment, within their School or a cognate School.
 - 4.5 Where a staff member is unsuccessful with an application to go onto the Safety net Scheme their employment will cease on the completion of their current contract;
 - 4.6 Where a staff member has been placed on the Safety Net scheme, at the end of the one year term they will either:
 - 4.6.1 be covered by a successful grant for the cost of their salary and go onto an ongoing contingent funded research contract; or
 - 4.6.2 where a grant is not achieved to cover their salary their employment will cease on the completion of their current contract.

- 4.7 The following provisions of this Agreement do not apply to staff on ongoing contingent funded research contract of employment:
- 4.7.1 where funding for continuation of an ongoing contingent funded research contract position ceases, the consultation provisions of Clause 49 – Consultation on Organisational Change in respect to the contingent position that staff member occupies;
- 4.7.2 Schedule E – Redeployment, Redundancy and Retrenchment; and
- 4.7.3 staff employed on fixed-term employment or employment schemes as specified elsewhere under this Clause and Agreement.
- 4.8 An ongoing contingent funded research contract of employment may be terminated when:
- 4.8.1 the funding that supports the position ceases or is insufficient; or
- 4.8.2 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
- 4.8.3 termination is under the probation or disciplinary provisions of this Agreement.
- 4.9 If a staff member’s employment is terminated under 4.8.1 and 4.8.2 above, and the staff member will be provided notice and severance payments under clause 4.10.
- 4.10 Severance payments for staff on ongoing contingent funded research contracts of employment will be in accordance with the following table:

Period of continuous service	Severance pay
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks pay

- 4.11 Staff are excluded from the above severance scales where the:
- 4.11.1 Staff member declines the further employment; or
- 4.11.2 Staff member does not seek to continue the employment; or
- 4.11.3 Staff member obtains further employment within the University without the loss of accrued entitlements; or
- 4.11.4 University assists the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.

- 4.12 Where employment is terminated under the provisions of this Clause the staff member will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
- 4.13 The intention of this Clause is to provide greater certainty regarding terms of employment and to maintain or improve on conditions from previous contracts.

5. **Fixed-Term**

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

- During a probationary period; or
- For cause based upon serious or wilful ; or
- Unsatisfactory performance; or
- Where the position is subject to external funding, the funds are withdrawn.

5.2 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

5.3 An employee shall be advised of, and given an opportunity to make a 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.

5.4 Any second or subsequent fixed-term contract which does not follow a break in service with the University shall not contain a probationary period.

5.5 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:

5.5.1 **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.

5.5.2 **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. A named position or a position directly related to a named position which is specifically provided for from external funding, may be filled on a fixed-term contract basis consistent with the terms and conditions stipulated by the funding body.

5.5.3 **Research**

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

5.5.4 **Replacement employee**

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

5.5.5 **Recent professional practice required**

Where there is a requirement that a person who has recent practical or commercial experience undertake work as a professional or specialist engaged in the provision of services, such a person may be engaged for a fixed period not exceeding two years.

5.5.6 **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.

5.5.7 **Student**

Where a person is enrolled as an undergraduate or postgraduate student at the University, a fixed-term contract may be adopted as the appropriate type of employment and shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student.

5.5.8 **Uncertainty over future requirements**

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

5.5.9 **Fill a vacancy on a temporary basis**

An employee may be employed on a fixed-term basis for a limited period of up to 6 months (with the possibility of an extension for a further period or periods by agreement between the parties) to replace a staff member who has resigned or retired, where the position is pending advertisement and appointment.

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

5.5.10 **Senior Management Positions**

Professional staff who are employed in senior management positions above 120% of the salary level of Level 10 for a period of up to 5 years.

5.5.11 **Any other reason**

A fixed-term contract may be adopted for any other reason as agreed between the University and the relevant union.

5.6 Concurrent appointments

5.6.1 As a general principle, staff should be employed under a single employment contract. However, it is recognised that:

- (a) Part-time staff of the University may voluntarily engage in casual employment with the University; and
- (b) Part-time staff of the University may voluntarily hold two or more discrete appointments.

5.7 Notice

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

5.7.2 "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 within Western Australia that has recognised links with the University.

5.7.3 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

5.8 Offer of further employment

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

- (a) the incumbent was employed through a competitive and open selection process; and
- (b) the incumbent has performed satisfactorily in the position.

5.9 Severance Pay

5.9.1 Severance pay shall be payable, as outlined in the table below, where:

- (a) The University has made a determination in accordance with subclause 5.7 of this Schedule;
- (b) The staff member seeks to continue employment;
- (c) The staff member has been employed on a second or subsequent fixed-term contract; and
- (d) The staff members employment is based on:
 - Recent professional practice required; or
 - Uncertainty over future requirements.

The following severance is payable

Period of continuous service	Severance pay
At least 3 years but less than 4 years	4 weeks pay
At least 4 years but less than 5 years	5 weeks pay
At least 5 years but less than 6 years	6 weeks pay
At least 6 years but less than 7 years	7 weeks pay
At least 7 years but less than 8 years	7 weeks pay
At least 8 years but less than 9 years	8 weeks pay
At least 9 years but less than 10 years	9 weeks pay
At least 10 years 12 weeks' pa	12 weeks pay

5.9.2 Where severance pay is payable under subclause 5.9.1, 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.

5.9.3 Severance is not payable for the following circumstances of fixed-term contract employment:

- Replacement employee;
- Pre-retirement contract;
- Student;
- Senior management positions;
- Filling a vacancy on a temporary basis; or
- 'Any other reason'.

5.10 Severance pay – Specific Task or Project, Research or Externally Funded contracts.

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

- Specific task or project; or
- Research; or
- External funding.

who does not secure comparable alternative employment after their contract expires because:

- (a) The same or substantially similar duties are not required by the University, or
- (b) 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
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years	8 weeks' pay

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

5.12 **Continuous Service**

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

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

5.13 **Dispute Resolution**

A dispute as to the classification of the type of employment of an employee covered by this Agreement, or as to whether an entitlement shall be payable to a fixed-term employee, shall be dealt with in accordance with the dispute settling procedures outlined in this Agreement.

6. **Casual Employment**

Casual contracts will be offered when the nature of the work requires the engagement of an employee by the hour and paid on an hourly basis. The University and the Union recognise that casual employment is not an appropriate employment mode in all circumstances and is not a substitute for fixed-term or continuing employment.

6.1 **Minimum Hours**

6.1.1 Subject to sub-clauses 6.1.2 to 6.1.6 the minimum engagement for a casual employee is 3 hours; other than for students of the University for whom the 3 hours may be worked over the fortnightly payroll period.

6.1.2 The minimum engagements listed in the following table will apply to those employees employed to perform the corresponding type of work listed in the table.

Type of employee	Minimum hours of engagement per day
Community outreach workers including: orientation day, open day, campus guides, school demonstrations, career evenings and human movement vacation workers.	1
Hospitality workers including persons employed in any capacity in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.	2
Pastoral and farm workers employed in connection with management, rearing or grazing of livestock; the sowing raising or harvesting of crops; the preparation and treatment of land for purposes outlined above and shearing or crutching of sheep.	1
Grape pickers and other workers incidental to wineries and vineyards.	1
Security officers, Security guards, mobile patrol persons, control room operators.	1

Type of employee	Minimum hours of engagement per day
Cleaners.	2
Building and maintenance including tradespersons (other than electricians) and all maintenance workers employed in relation to building.	1
Nurses, nurse educators, nurse managers or nursing consultants.	1
Aged and disability care workers.	2
Attendants/employees in residential colleges or halls of residence.	1
Gardeners including all employees engaged in the performance of work in or in connection with, or incidental to the industrial pursuits of gardening and green keeping, including ground keepers.	1

6.1.3 A employee who is a student (including a post graduate student), and who is expected to attend the University on the day in question in his or her capacity as a student shall have a minimum engagement of 1 hour.

6.1.4 Without limiting the scope of this Clause, for the purpose of this Clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays.

6.1.5 Students who work outside of the main teaching weeks may be engaged for a minimum of 3 hours, which can be worked over the fortnightly payroll period.

6.1.6 An employee who has a primary occupation with another employer, or who has a primary occupation within the University in other than the casual appointment in question, will have a minimum engagement of 1 hour.

6.1.7 In order to meet his or her personal circumstances, a casual employee may request, and his or her supervisor may agree, to an engagement for less than the minimum specified in this sub-clause (subclause 6.1).

6.2 **Overtime for Professional and General Staff**

Overtime is only payable to casual professional and general staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full-time employee, on one day. In respect of such excess, the employee shall receive the greater of overtime rates or the casual loading, but not both.

6.3 **Casual loading**

6.3.1 A loading of 25% of basic salary will be paid to casual appointees.

6.3.2 The casual loading is in lieu of entitlements specifically excluded from this Agreement, including all leave entitlements, penalties and loadings for such appointments.

6.4 **Contract of service**

The contract of service for a casual appointee shall be by the hour and may be terminated by one hour's notice on either side.

SCHEDULE G – CONVERSION PROCESS FOR GENERAL STAFF

1. A casual employee may, subject to the provisions of this subclause, be entitled to have his or her appointment converted to a non-casual appointment.

2. **Eligibility**
 - 2.1 A casual employee will be eligible to apply to have his or her employment converted to a non-casual appointment if he or she has been employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
 - 2.1.1 Over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equaled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - 2.1.2 Over the immediately preceding period of at least 24 months.
 - 2.2 For the purposes of this Schedule, occasional and short term work performed by the employee in another classification, job or department (or equivalent) shall not:
 - 2.2.1 Affect the employee's eligibility for conversion;
 - 2.2.2 Be included in determining whether the employee meets or does not meet the eligibility requirements.
 - 2.3 An employee must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this Schedule.

3. **Refusal to convert**
 - 3.1 The University must not, unreasonably, refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
 - 3.1.1 The employee is not, in accordance with Clause 2 – Eligibility, eligible to apply for conversion;
 - 3.1.2 The employee is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;
 - 3.1.3 The employee is a genuine retiree;
 - 3.1.4 The employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
 - 3.1.5 The employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
 - 3.1.6 The employee does not meet the essential requirements of the position; or
 - 3.1.7 The work is *ad hoc*, intermittent, unpredictable or involves hours that are irregular.
 - 3.2 Whether there are reasonable grounds to refuse conversion will depend entirely upon the circumstances in each particular case.

4. Conversion to Non-Casual Employment

- 4.1 Subject to subclause 4.2.1, Clause 12 – Employment and Schedule F – Categories of Employment, conversion may be:
- 4.1.1 To a standard appointment or to a fixed-term appointment; and
- 4.1.2 On a full-time basis or a part-time basis.
- 4.2 The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the employee work which is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the employee during his or her casual appointment.
- 4.2.1 Subject to this Clause, the employee's casual service will not count as service for the purpose of determining or calculating any entitlements except that casual service will be counted for the purpose of determining eligibility for unpaid parental leave in accordance with Clause 43 – Parental Leave.

5. Procedures

- 5.1 Subject to parts 2.1 and 2.2 of this Schedule, the employee may apply to the University for conversion of his or her casual appointment to a standard or fixed-term appointment.
- 5.2 The employee's application for conversion must be in writing.
- 5.3 The University must decide to either:
- 5.3.1 Accept the application and offer the employee a non-casual appointment; or
- 5.3.2 Reject the application.
- 5.4 The offer of conversion will constitute an offer of a contract of employment and will be consistent with Clause 12 – Employment of the Agreement.
- 5.5 If the University rejects the application, it must provide the employee with written reasons for rejecting it.
- 5.6 An employee whose application for conversion has been rejected may seek a review of the decision under Clause 53 – Dispute Settling Procedure within 10 working days of the written notification of rejection.
- 5.7 An employee whose application for conversion is rejected is not entitled to apply again within 12 months if:
- 5.7.1 The employee has not sought a review of the decision within 10 working days of notification of the rejection of the application for conversion; or
- 5.7.2 Following the processes provided for in Clause 53 – Dispute Settling Procedure the decision has been upheld.
- 5.8 Part 5.7 of this Schedule applies except that an employee may apply again within 12 months if:
- 5.8.1 The initial rejection was solely based upon the ground set out in subclause 3.1.4; and
- 5.8.2 That ground ceases to apply.

SCHEDULE H - TRAINEESHIPS

1. Introduction

- 1.1 A traineeship is a means by which trainees can develop appropriate skills and the University can attain a skilled, competent workforce to meet its current and future needs. The University of Western Australia (UWA) strongly supports and encourages the employment of trainees.

2. Definitions

- 2.1 A “*Trainee*” is an individual who enters into a training agreement with the University and is involved in paid work and structured training, which may be on or off the job. “Trainee” does not include an individual who already has the competencies to which the traineeship is directed.
- 2.2 “*Approved Training*” means that training which is specified in the Training Agreement. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training leads to a qualification under the *Australian Qualification Framework*.
- 2.3 A “*traineeship*” is a structured programme designed to train employees joining an organisation, which has been approved by the Department of Training and Workforce Development. It is an arrangement involving a contract of training between the University and a trainee. It can be conducted 100% on-the-job or a combination of on-the-job and off-the-job. Off-the-job training must be undertaken with an approved Training Provider.
- 2.4 “*School based traineeship*” is a part-time training program with the University and is undertaken as part of a student’s broader study towards a Western Australia Certificate of Education (WACE). It is a combination of school, off-the-job training and work. It is only for students who are enrolled as full-time secondary student in Years 11 and 12.
- 2.5 “*Training Agreement*” is a legally binding agreement that is registered with the Western Australian Department of Training and Workforce Development that allows the University and the trainee to undertake a traineeship.
- 2.6 “*Training Program*” is a training plan that forms part of a Training Agreement registered with the Department of Training and Workforce Development.

3. Training and Employment Conditions

- 3.1 Training conditions will be set out in the Training Agreement which will be lodged with the Department of Training and Workforce Development prior to commencement as a Trainee.
- 3.2 A full-time Trainee shall be engaged for a maximum of 1 year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to 1 month which may be reduced at the discretion of the University. By agreement in writing, and with the consent of the Western Australian Department of Training and Workforce Development, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided.
- 3.3 Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, then the traineeship may be concluded by mutual agreement.
- 3.4 Termination of employment requires written notice in accordance with the Training Agreement.
- 3.5 The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

- 3.6 Where the employment of a Trainee by the University continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement.
- 3.7 If the trainee does not achieve the required level of competence within the time specified in the Training Agreement then the traineeship shall cease.
- 3.8 Trainees who fail to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the University on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.
- 3.9 All other terms and conditions of this Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this Schedule shall apply unless specifically varied by this Schedule.

4. Period of Traineeship

- 4.1 Traineeships may be offered on a full or part-time basis. Anyone who is between 15-64 years of age could be engaged on a traineeship.
- 4.1.1 Full-time: the maximum period is 1 year with a probation period up to 1 month.
- 4.1.2 Part-time: the maximum period is equivalent to 1 year full-time with a probation period up to 1 month. Part-time traineeships have to be for a minimum of 20 hours per week (except in the case of School based traineeships).
- 4.1.3 School based the minimum requirements are:
- (a) Nominal duration of 12 to 24 months dependant on the program and the student;
 - (b) Hours of paid employment and training per week must be 8 hours or more;
 - (c) Where training is off-the-job the minimum of 8 hours of employment must be maintained;
 - (d) Off-the-job training must be undertaken by a Registered Training Organisation (RTO);
 - (e) A Training Agreement and Training Program Outline must be completed and registered with the Western Australian Department of Training and Workforce Development.

4.2 Full-time traineeships

Table 1: Trainees who have left school - Skill Level A

School Leaver	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	279.50	307.90	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years	366.80	426.80	496.70
Plus 3 years	426.80	496.70	568.70
Plus 4 years	496.70	568.70	
Plus 5 years or more	568.70		

Table 2: School based traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
Skill Level A	9.19	10.14

Where not specifically indicated the average proportion of time spent in structured training, which has been taken into account in setting the rate is 20%.

4.3 Part-time traineeships

- 4.3.1 The tables below set out the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training.

Table 1: Trainees who have left school (\$ per hour)

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School Leaver	9.19	10.14	12.07
1 year after leaving school	10.14	12.07	14.05
2 years +	12.07	14.05	16.34
3 years +	14.05	16.34	18.70
4 years +	16.34	18.70	
5 years +	18.70		

Table 2: School based traineeships (\$ per hour)

	Year of Schooling	
	Year 11	Year 12
Skill Level A	9.19	10.14

- 4.3.2 Where the training falls within the categories of solely on-the-job or, partly on-the-job and partly off-the-job then, the weekly rate is determined by multiplying the total hours spent in work and training by the applicable hourly rate, and by deducting 20%.

SCHEDULE I - REVIEWS

During the life of this Agreement and in consultation with the parties the University will commence the following reviews.

- 1.** The parties agree to review Off Shore work terms and conditions during the life of the Agreement. The review will include a review of the operation of Schedule L – Offshore Work of this Agreement. The outcomes of the review will be considered by the parties in the next round of enterprise bargaining negotiations.

SCHEDULE J - MISCONDUCT

1. Definitions:

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

- 1.1.1 Formal censure, warning or counselling;
- 1.1.2 Withholding an increment for up to 1 year;
- 1.1.3 Suspending the employee for a period with or without pay;
- 1.1.4 Demotion to a lower classification or increment;
- 1.1.5 Transfer to another position; and
- 1.1.6 Termination of employment.

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

1.3 'Misconduct' means:

- 1.3.1 Negligence in the performance of the duties of the position held; or
- 1.3.2 Misbehaviour; or
- 1.3.3 Refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
- 1.3.4 A breach of the University's Code of Conduct, policies, regulations or procedures.

1.4 'Serious misconduct' means:

- 1.4.1 Wilful, or deliberate, behaviour that is inconsistent with the continuation of the employee's employment, or
- 1.4.2 Conduct that causes imminent, and serious, risk to:
 - The health, or safety, of a person;
 - The reputation, viability or profitability of the University.

Examples of serious misconduct include but are not limited to –

- Theft;
- Assault;
- Fraud;
- Being intoxicated at work;
- A serious breach of the University's Code of Conduct, Statutes or Policies;
- Repeated acts of misconduct for which the employee has been counselled; or
- Abusing or threatening an employee, student or member of the public;
- Serious bullying or harassment (including sexual harassment).
- Malicious damage to University property or reputation;

1.5 'Standard of proof' means findings are based on the conclusion that it is more probable than not that the matter found to have occurred did in fact occur.

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

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

2. Process for dealing with Misconduct/ Serious Misconduct

- 2.1.1 Nothing in this Clause precludes the University from terminating the employment of an employee without notice for serious or wilful misconduct.
- 2.1.2 Employees must be afforded procedural fairness throughout the implementation of this process.

2.2 Initial Inquiry

- 2.2.1 Allegations of misconduct or serious misconduct will be considered in the first instance by the employee's supervisor. Where there is a perceived conflict of interest on the part of the supervisor, they may refer the matter to their own supervisor.
- 2.2.2 If the initial inquiry determines that the allegation does not meet the required standard of proof, no further action will be taken under this Clause.
- 2.2.3 If the initial inquiry determines that an allegation of misconduct or serious misconduct is of sufficient substance to warrant an investigation the supervisor will then consult their own supervisor and the Director, Human Resources to initiate the investigation process.
- 2.2.4 If the Director, Human Resources considers that a matter is of a sufficiently serious nature to warrant summary action, the employee may be summarily dismissed. Where the decision is to summarily dismiss without notice, a confirmation of this decision will be communicated to the employee as soon as possible. In circumstances where summary dismissal is not warranted, the following procedures will be applied.

2.3 Investigation

- 2.3.1 Allegations of sufficient substance will be formally investigated.
- 2.3.2 The employee will be informed of the investigation and the form it will take.
- 2.3.3 The confidentiality of all parties involved in the management of misconduct and serious misconduct processes will be respected and all information gathered is confidential.

2.4 Non-attendance at work during investigation

- 2.4.1 Depending on the nature of the allegations, the Director, Human Resources may determine that it is appropriate to direct the employee not to attend work (with or without pay) whilst a full investigation is carried out.
- 2.4.2 A reinstatement of pay may be approved by the Vice-Chancellor where the allegations prove unfounded or in the case of significant and unmanageable hardship.

2.5 Proceeding to interview

- 2.5.1 It is a requirement of the investigation process that -
 - (a) Allegations are specifically put to the employee;
 - (b) Adequate opportunity is given for the employee to respond; and
 - (c) The employee is offered an opportunity to be interviewed.
- 2.5.2 An employee must be advised in advance of the nature of the interview, that they may be accompanied by an employee representative and that the interview may result in disciplinary action or termination of employment.

2.6 Opportunity for response

- 2.6.1 The employee will ordinarily be given at least 3 working days (from the date of reasonable receipt of correspondence or verbal discussions) in which to be heard or respond in writing to any allegations put to them.

2.7 Report of allegations and opportunity for written response

- 2.7.1 At the completion of the investigation a written report will be produced for the Director, Human Resources including:
- (a) Allegations;
 - (b) Investigation process;
 - (c) Findings as to misconduct or serious misconduct;
 - (d) Any written response received from the employee; and
 - (f) A suggested course of action.
- 2.7.2 The employee will be provided with a copy of the report and invited to submit a written response to the Director, Human Resources within 3 working days or a time agreed by the Director, Human Resources.
- 2.7.3 The Director, Human Resources will consider the report, the employee's response and, in addition, will also consider:
- (a) Any mitigating circumstances associated with the employee's misconduct;
 - (b) The employee's work record; and
 - (c) The seriousness of the misconduct.
- 2.7.4 The Director, Human Resources may, after consideration of the matter, decide to:
- (a) Take no further action; or
 - (b) Take disciplinary action.

2.8 Disciplinary Action

- 2.8.1 If the Director, Human Resources determines that disciplinary action is warranted, the employee will be advised of the decision in writing and a copy placed on the relevant file.
- 2.8.2 If the determination is for a written warning, the warning must outline the elements of the misconduct or serious misconduct, the required improvement and the consequences if misconduct or serious misconduct is repeated.
- 2.8.3 If the Director, Human Resources decides to terminate employment, the employee will be given a final opportunity to be heard.
- 2.8.4 Findings of misconduct or serious misconduct must meet the required standard of proof.

SCHEDULE K - UNSATISFACTORY PERFORMANCE

1. Definitions

- 1.1 ‘**Unsatisfactory performance**’ includes inefficient or negligent performance of the employee’s duties or unacceptable workplace behaviour.
- 1.2 ‘**Disciplinary action**’ is the action or actions taken as a result of an allegation meeting the required standard of proof for which a penalty is considered appropriate and may include:
- 1.2.1 Formal censure, warning or counselling;
 - 1.2.2 Withholding an increment for up to 1 year;
 - 1.2.3 Suspending the employee for a period with or without pay;
 - 1.2.4 Transfer to another position; and
 - 1.2.5 Termination of employment.
- 1.3 ‘**Improvement plan**’ is a document drafted by a Supervisor in consultation with the employee which includes the specific areas of unsatisfactory performance, the performance and/or behavioural standards to be met, how these will be assessed and where appropriate a time frame for review.

2. Process for Dealing with Unsatisfactory Performance

2.1 **Stage 1 – Informal Processes for Managing Unsatisfactory Performance**

- 2.1.1 Where there are initial or minor concerns regarding an employee’s work performance and/or behaviour the supervisor will normally commence an informal resolution process to address unsatisfactory performance which will include:
- (a) Discussing the problems or concerns with the employee through the provision of examples or evidence demonstrating the unsatisfactory performance;
 - (b) Outlining the expectations of work performance and/or behaviour;
 - (c) Providing an opportunity to the employee to respond to concerns regarding unsatisfactory performance;
 - (d) Seeking the employee’s agreement around the expectations of work performance and/or behaviour and a timeframe in which those expectations are to be met wherever possible and where appropriate providing training and support;
 - (e) Providing regular review and feedback to the employee regarding work expectations with a view to assisting the employee in meeting those expectations.
- 2.1.2 Where discussions are documented a copy of such documentation is to be provided to the employee.
- 2.1.3 Where an employee has not met the expectations for work performance and/or behaviour the process for unsatisfactory performance will continue.
- 2.1.4 Nothing in this subclause precludes the University from commencing the formal process for managing unsatisfactory performance at any time.

2.2 **Stage 2 - Formal Process for Managing Unsatisfactory Performance**

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

- (a) The employee will be advised in advance that they are to meet with their supervisor to discuss concerns regarding their work performance and/or behaviour and that a finding of unsatisfactory performance may result in disciplinary action being taken.
- (b) An employee may choose to have an employee representative (which includes Union representative) in attendance at any formal unsatisfactory performance meetings.
- (c) The employee will be advised at the meeting of the concerns regarding work performance and/or behaviour, which may include evidence, examples or relevant documents, and the expectations of satisfactory performance/ behaviour.
- (d) The employee will be provided with an opportunity to respond or comment on the concerns raised.
- (e) The employee will be normally be provided with a written record of the meeting within 5 days of the meeting. If the employee disagrees with or wishes to make additional comments, the employee may provide a written response to such documentation within a reasonable timeframe.
- (f) The supervisor will consider the employee's responses and any other mitigating circumstances and advise the employee as soon as reasonably practicable of the outcome of the meeting.
- (g) Where consideration of the employee's responses or mitigating circumstances resolves concerns regarding work performance and/or behaviour, the process for managing unsatisfactory performance may be concluded.
- (h) Where concerns regarding work performance and/or behaviour have not been resolved an improvement plan and period of review may be implemented and a warning may be issued.
- (i) If the employee's performance has not improved following a reasonable review period, the formal process for managing unsatisfactory performance may be repeated until either the concerns are resolved or the matter is referred to the Director, Human Resources.
- (j) Nothing in this subclause precludes the University from referring the matter to the Review and Action by the Director, Human Resources at any time.

2.3 Stage 3 – Review and Action by the Director, Human Resources

- 2.3.1 If a decision is made to recommend disciplinary action, the supervisor will forward a report to the Director, Human Resources outlining the following;
 - (a) The specifics of the unsatisfactory performance;
 - (b) The process that has been followed;
 - (c) A recommendation for disciplinary action; and
 - (d) Copies of relevant records.
- 2.3.2 The Director, Human Resources or his or her nominee will provide the employee with a copy of the supervisor's report. The employee may submit a written response, including any mitigating circumstances, to the Director, Human Resources within 5 working days.

- 2.3.3 The Director, Human Resources may, after full consideration of the matter decide to:
- (a) Take no further action;
 - (b) Refer the matter back for further information, evidence or opportunity to improve;
 - (c) Reprimand or censure the employee;
 - (d) Withhold an increment of salary, where applicable, for a period not exceeding 12 months;
 - (e) Demote the employee to a lower classification or increment;
 - (f) Transfer the employee to another position; or
 - (g) Terminate employment.
- 2.3.4 Where the Director, Human Resources is considering termination of employment, the employee and their representative, where appointed, may be invited to meet with the Director to discuss any matters prior to a final decision being made.
- 2.3.5 An employee will be advised in writing of the Director, Human Resources final decision.

SCHEDULE L - OFFSHORE WORK

1. For the purposes of this Clause “offshore work” shall mean work performed outside of Australia requiring an employee to undertake duties within the scope of their normal roles directed by the University.
2. The following conditions apply to employees engaged in offshore work directed by the University:
 - 2.1 Participation will be voluntary except where the requirement to work offshore is a genuine requirement of the position. All employment contracts requiring offshore work issued after approval of this Agreement will include the requirement to undertake offshore work as a term of the employment contract.
 - 2.2 Employees will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
 - 2.3 Except in the case of an emergency, 2 weeks’ notice will be given to an employee prior to any period of offshore work.
3. Where an employee is not required to work offshore as a specific condition of employment the University may request that an employee work offshore for a specified period or task. An employee may reasonably refuse such a request. Reasonable grounds for refusal include but are not limited to family responsibilities, prior personal or professional commitments and education commitments.
4. Where an employee accepts a request to work offshore the employee will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
5. This Clause shall not apply to the following:
 - 5.1 Requests by employees to work offshore for a specified period or task. Such tasks will include, but not be limited to attendance at conferences, seminars and workshops; consultancy; field trips for the purpose of research and scholarship; and representing the discipline at international scholarly committees or associations.
 - 5.2 Absences related to professional development.

