



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Curtin University of Technology
(AG2012/13054)

CURTIN UNIVERSITY ACADEMIC, PROFESSIONAL AND GENERAL STAFF ENTERPRISE AGREEMENT 2012-2016

Educational services

COMMISSIONER CLOGHAN

PERTH, 7 JANUARY 2013

Application for approval of the Curtin University Academic, Professional and General Staff Enterprise Agreement 2012-2016.

[1] On 18 December 2012, Curtin University of Technology made application for approval of a single enterprise agreement to be known as the *Curtin University Academic, Professional and General Staff Enterprise Agreement 2012-2016* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the FW Act”).

[2] The Agreement was made following a ballot on 13 December 2012.

[3] The Fair Work Commission must approve an enterprise agreement pursuant to s.186 of the FW Act if the requirements set out in that section, s.187 and s.188 are met.

[4] On the same day (18 December 2012), the Tribunal also received an application, pursuant to paragraph 217(1)(a) of the FW Act, to vary the Agreement to insert General Staff Personal Grades which were inadvertently omitted in the drafting of the Agreement. The variation is approved and is incorporated as a term of the Agreement. The variation to Schedule 1, Table 4 - Professional and General Staff Salaries (Joint Level and Personal Grade) of the Agreement is **Attachment 1**. Attachment 1 is the entire Table 4 of Schedule 1 including the variation.

[5] I am satisfied, from the material provided to the Commission, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.

[6] The National Tertiary Education Union (NTEU), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers’ Union (AMWU), Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), Community and Public Sector Union (CPSU), Construction, Forestry, Mining and Energy Union (CFMEU) and

United Voice have declared that the NTEU, AMWU, CEPU, CPSU, CFMEU and United Voice were bargaining representatives for the Agreement and are entitled to represent the industrial interests of those employees in accordance with paragraph 176(1)(b) of the FW Act. Further, the NTEU, AMWU, CEPU, CPSU, CFMEU and United Voice support the approval of the Agreement by the Commission and have read and agree with the Employer's statutory declaration in support of the application, insofar as it is within their knowledge. Finally, the NTEU, AMWU, CEPU, CPSU, CFMEU and United Voice have given notice that, pursuant to s.183 of the FW Act, they want to be covered by the Agreement.

[7] The Agreement is approved and will, in accordance with s.54(1) of the FW Act, operate from 14 January 2013.

[8] The nominal expiry date of this Agreement is 30 June 2016.



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Attachment 1

Table 4 - Professional and General Staff Salaries (Joint Level and Personal Grade)

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		\$ per annum	4%	4%	4%	4%
General Staff Joint Level						
GJ01	1	40,853	42,488	44,188	45,956	47,795
GJ01	2	41,780	43,452	45,191	46,999	48,879
GJ01	3	42,708	44,417	46,194	48,042	49,964
GJ01	4	44,103	45,868	47,703	49,612	51,597
GJ01	5	45,031	46,833	48,707	50,656	52,683
GJ01	6	45,726	47,556	49,459	51,438	53,496
GJ02	1	44,103	45,868	47,703	49,612	51,597
GJ02	2	45,031	46,833	48,707	50,656	52,683
GJ02	3	45,726	47,556	49,459	51,438	53,496
GJ02	4	46,422	48,279	50,211	52,220	54,309
GJ02	5	47,818	49,731	51,721	53,790	55,942
GJ02	6	49,208	51,177	53,225	55,354	57,569
GJ02	7	50,602	52,627	54,733	56,923	59,200
GJ03	1	46,422	48,279	50,211	52,220	54,309
GJ03	2	47,818	49,731	51,721	53,790	55,942
GJ03	3	49,208	51,177	53,225	55,354	57,569
GJ03	4	50,602	52,627	54,733	56,923	59,200
GJ03	5	53,388	55,524	57,745	60,055	62,458
GJ03	6	54,314	56,487	58,747	61,097	63,541
GJ03	7	55,244	57,454	59,753	62,144	64,630
GJ03	8	56,171	58,418	60,755	63,186	65,714

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		\$ per annum	4%	4%	4%	4%
GJ04	1	53,388	55,524	57,745	60,055	62,458
GJ04	2	54,314	56,487	58,747	61,097	63,541
GJ04	3	55,244	57,454	59,753	62,144	64,630
GJ04	4	56,171	58,418	60,755	63,186	65,714
GJ04	5	58,028	60,350	62,764	65,275	67,886
GJ04	6	59,885	62,281	64,773	67,364	70,059
GJ04	7	61,742	64,212	66,781	69,453	72,232
GJ04	8	63,600	66,144	68,790	71,542	74,404
GJ05	1	58,028	60,350	62,764	65,275	67,886
GJ05	2	59,885	62,281	64,773	67,364	70,059
GJ05	3	61,742	64,212	66,781	69,453	72,232
GJ05	4	63,600	66,144	68,790	71,542	74,404
GJ05	5	67,318	70,011	72,812	75,725	78,754
GJ05	6	68,707	71,456	74,315	77,288	80,380
GJ05	7	70,101	72,906	75,823	78,856	82,011
GJ05	8	71,493	74,353	77,328	80,422	83,639
GJ06	1	67,318	70,011	72,812	75,725	78,754
GJ06	2	68,707	71,456	74,315	77,288	80,380
GJ06	3	70,101	72,906	75,823	78,856	82,011
GJ06	4	71,493	74,353	77,328	80,422	83,639
GJ06	5	74,278	77,250	80,340	83,554	86,897
GJ06	6	76,138	79,184	82,352	85,647	89,073
GJ06	7	77,992	81,112	84,357	87,732	91,242
GJ06	8	79,849	83,043	86,365	89,820	93,413
GJ07	1	74,278	77,250	80,340	83,554	86,897
GJ07	2	76,138	79,184	82,352	85,647	89,073
GJ07	3	77,992	81,112	84,357	87,732	91,242
GJ07	4	79,849	83,043	86,365	89,820	93,413
GJ07	5	83,561	86,904	90,381	93,997	97,757
GJ07	6	85,418	88,835	92,389	96,085	99,929
GJ07	7	87,277	90,769	94,400	98,176	102,104
GJ07	8	89,135	92,701	96,410	100,267	104,278

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
			4%	4%	4%	4%
		\$ per annum				
GJ08	1	83,561	86,904	90,381	93,997	97,757
GJ08	2	85,418	88,835	92,389	96,085	99,929
GJ08	3	87,277	90,769	94,400	98,176	102,104
GJ08	4	89,135	92,701	96,410	100,267	104,278
GJ08	5	97,493	101,393	105,449	109,667	114,054
GJ08	6	99,344	103,318	107,451	111,750	116,220
GJ08	7	101,203	105,252	109,463	113,842	118,396
GJ08	8	103,059	107,182	111,470	115,929	120,567
GJ09	1	97,493	101,393	105,449	109,667	114,054
GJ09	2	99,344	103,318	107,451	111,750	116,220
GJ09	3	101,203	105,252	109,463	113,842	118,396
GJ09	4	103,059	107,182	111,470	115,929	120,567
GJ09	5	104,453	108,632	112,978	117,498	122,198
GJ09	6	109,561	113,944	118,502	123,243	128,173
GJ09	7	114,664	119,251	124,022	128,983	134,143
GJ10	1	104,453	108,632	112,978	117,498	122,198
GJ10	2	109,561	113,944	118,502	123,243	128,173
GJ10	3	114,664	119,251	124,022	128,983	134,143
GJ10	4	120,702	125,531	130,553	135,776	141,208
GJ10	5	126,269	131,320	136,573	142,036	147,718
GJ10	6	131,843	137,117	142,602	148,307	154,240
GJ11	1	120,702	125,531	130,553	135,776	141,208
GJ11	2	126,269	131,320	136,573	142,036	147,718
GJ11	3	131,843	137,117	142,602	148,307	154,240
General Staff Personal Grade						
GP03	5	51,993	54,073	56,236	58,486	60,826
GP04	8	59,885	62,281	64,773	67,364	70,059
GP06	6	74,277	77,249	80,339	83,553	86,896
GP07	8	87,277	90,769	94,400	98,176	102,104

***CURTIN UNIVERSITY
ACADEMIC, PROFESSIONAL AND GENERAL STAFF
ENTERPRISE AGREEMENT***

ABOUT THIS AGREEMENT

1 Title

This Agreement will be known as the Curtin University Academic, Professional and General Staff Enterprise Agreement 2012 – 2016.

2 Arrangement

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3 **Definitions**

For the purpose of this Agreement, the following definitions will apply:

Academic Staff Member means a Staff Member as referred to at Clause 4.1(c).

Academic Workload Management System (AWMS) has the meaning of the definition at Clause 22, *Hours of Work and Workload (Academic Staff)*

Accrued Annual Leave has the meaning of the definition at Clause 38, *Annual Leave*.

Agreement means the Curtin University Academic, Professional and General Staff Enterprise Agreement 2012 – 2016.

Break in Service means any period between appointments of more than 8 weeks. Any period between appointments of 8 weeks or less will not count as service for the purposes of this Agreement but will not constitute a Break in Service.

Casual Staff Member means a person engaged and paid by the hour.

CE means Curtin English language centre.

Continuing Appointment means an appointment for an indefinite period. A Continuing Staff Member has the meaning of a Staff Member on a Continuing Appointment.

Continuous Service means any period during which a Staff Member is:

- a) attending work; or
- b) absent on approved paid leave; or

-
- c) absent on approved unpaid leave of 10 days or less (which will count as service). Periods of approved unpaid leave of more than 10 days will not count for service, but will not constitute a Break in Service.

Continuous Shiftworker has the meaning of the definition at Clause 28, *Shiftwork – General Provisions* or at Clause 29, *Shiftwork – Security Staff*, as the case may be.

Curtin’s Code of Conduct means the University’s Code of Conduct or equivalent, as amended from time to time.

Curtin’s Guiding Ethical Principles means the University’s Guiding Ethical Principles, or equivalent, as amended from time to time.

Curtin Research Contract means an appointment for an undefined period to undertake research-only functions. The instrument of engagement will specify the starting date and the circumstance(s) or contingency(ies) related to the research activity upon the occurrence of which the employment may be terminated by the University.

Curtin’s Values means the University’s values, as amended from time to time.

Director, Human Resources means the Director, Human Resources.

Executive Manager means any person who reports directly to the Vice-Chancellor, or who is a Pro Vice-Chancellor or the Chief Financial Officer, or who holds a position deemed from time to time by the Executive Committee of University Council to be that of an Executive Manager.

External Funding means identifiable funding external to the University, which is provided for a period of employment, and which is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

Fixed Term Appointment means an appointment for a specified term or ascertainable period, for which the instrument of engagement will specify:

- a) the starting and finishing dates of that employment; or
- b) the starting date and the circumstance(s) or contingency relating to a Specific Task or Project, upon the occurrence of which the term of the employment will expire.

A Fixed Term Staff Member has the meaning of a Staff Member on a Fixed Term Appointment.

Full Pay means the base salary paid to a Staff Member on a Continuing Appointment or a Fixed Term Appointment in accordance with Clause 30, *Salary and Increments* and Schedule 1, *Staff Salaries* plus allowances payable under this Agreement, plus any personal loadings payable to the Staff Member. Full Pay does not include incentive based payments or bonuses, Overtime or penalty rates or any other separately identifiable amounts.

Full-time means hours not less than the average weekly hours of work of 37.5 hours per week.

FWA means Fair Work Australia.

IMCC means the Implementation and Monitoring Consultative Committee established in accordance with Clause 9, *Implementation of this Agreement*.

Immediate Family or Member of Household means:

- a) an immediate relative of the Staff Member by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent and in-law relative); or
- b) a person who stands in a bona fide domestic or household relationship with the Staff Member including situations in which there is implied some dependency or support role for the Staff Member, including same sex relationships; or
- c) a person who, due to cultural or religious beliefs, is considered a member of the Staff Member's family.

Line Manager means:

- a) in the case of a Professional and General Staff Member, the Staff Member to whom a Professional and General Staff Member directly reports; and
- b) in the case of an Academic Staff Member, the Staff Member who is designated in writing to the Academic Staff Member by the Executive Manager as the Academic Staff Member's Line Manager.

LWOP means Leave without Pay.

Misconduct has the meaning of the definition at Clause 74, *Misconduct or Serious Misconduct*.

Natural Justice and Procedural Fairness include providing an adequate opportunity for the Staff Member to:

- a) be heard;
- b) be represented by their Union/Nominated Representative throughout any process;
- c) be kept informed of the progress of the process;
- d) respond to any allegation(s);
- e) present and challenge evidence;
- f) make submissions; and
- g) access all documentation relevant to any investigation or findings except that which is subject to legal privilege or is commercial-in-confidence;

though neither the University nor the Staff Member and their Union/Nominated Representative will aurally or audio-visually record any interviews or conversations without the express written consent of the relevant other persons.

Night Shift has the meaning of the definition at Clause 28, *Shiftwork – General Provisions*.

Nominated Representative (which includes a **Union/Nominated Representative**) means:

- a) a Union; or
- b) a person; or
- c) another organisation;

nominated by a Staff Member, or group of Staff Members, to support or represent them (or both) excluding a currently practising solicitor or barrister.

Normal Operating Hours means 6.30am to 9.00pm Monday to Friday (in the case of Professional and General Staff Members only).

On-call has the meaning of the definition at Clause 34.9, *On-call Allowance*.

Ongoing Sessional Fellow (OSF) means an Academic Staff Member who is appointed on a Part-time continuing basis and is engaged in duties that would otherwise be performed by a Casual Academic Staff Member.

Ordinary Rate of Pay means Full Pay.

Overtime has the meaning of the definition at Clause 27, *Overtime*.

Part-time means hours less than the average weekly hours of work specified for a Full-time Staff Member for which the Staff Member receives entitlements proportionate to hours worked.

Personal Leave means personal leave and paid carer's leave unless otherwise specified in this Agreement.

Policies and Procedures (including **Policies**) means the University policies and procedures approved by the University, including Council, from time to time.

Pre-retirement Contract has the meaning of the definition at Clause 78, *Pre-Retirement Arrangements*.

Probationary Period means the prescribed period pursuant to Clause 13.2, *Probation* during which a Staff Member's suitability for a position is assessed.

Professional and General Staff Member means a Staff Member referred to at Clause 4.1(b).

Redeployee means a Staff Member whose position has been declared Redundant.

Redeployment Period has the meaning of the definition at Clause 70, *Redeployment and Redundancy (Professional and General Staff)* or Clause 71, *Redeployment and Redundancy (Academic Staff)* as the case may be.

Redundant means where, having complied with Clause 69, *Change Management and Consultation*, the University no longer requires the Staff Member's job to be performed by anyone because of changes in the operational requirements of the University.

Return to Duty has the meaning of the definition at Clause 34.9, *On-call Allowance*.

Review Committee means a panel consisting of a person nominated by the Vice-Chancellor; a person nominated by the Unions; and an independent person, external to the University, agreed between the University and the Unions. The independent person will act as Chairperson.

Roster has the meaning of the definition at Clause 28, *Shiftwork – General Provisions* or Clause 29, *Shiftwork – Security Staff* as the case may be.

Scholarly Teaching Fellow (STF) means an Academic Staff Member who is principally engaged in Teaching Delivery and Teaching-related Duties and is drawn from an applicant pool of Casual Staff Members or Academic Staff Members on Fixed Term Appointments (existing or former) with at least 12 months or 2 study periods of academic employment in total in Australian universities within the last 3 years.

Serious Misconduct has the meaning of the definition at Clause 74, *Misconduct or Serious Misconduct*.

Shiftworker has the meaning of the definition at Clause 28, *Shiftwork – General Provisions*.

Specific Task or Project has the meaning of a definable work activity described at Clauses 15.2.1 and 15.2.2.

Spouse means the spouse or defacto partner of a Staff Member, including a same gender partner.

Staff Member means a person employed by the University who is covered by this Agreement and unless otherwise specified will apply to both an Academic Staff Member and a Professional and General Staff Member.

Suitable Alternative Employment means employment in a position with the University or an organisation associated with the University that:

- a) has Continuing Appointment status;
- b) has normal hours of work commensurate with the hours worked by the Redeployee in the Redundant position, unless otherwise agreed to by the Redeployee;
- c) is within reasonable distance from the Redeployee's existing work location, unless otherwise agreed to by the Redeployee;
- d) is commensurate with the Redeployee's:
 - i) skills and competencies; and

-
- ii) (in the case of the employment of an Academic Staff Member) career aspirations; and
 - e) (in the case of employment of a Professional and General Staff Member) has a salary not less than that of the Professional and General Staff Member's Redundant position, or for which salary maintenance is provided for 12 months; and
 - f) (in the case of employment of an Academic Staff Member) has a salary not less than that of the Academic Staff Member's Redundant position.

Teaching Delivery has the meaning of the definition at Clause 22, *Hours of Work and Workload (Academic Staff)*, except in the case of Academic Staff Members employed in Curtin English (CE).

Teaching-related Duties has the meaning of the definition at Clause 22, *Hours of Work and Workload (Academic Staff)*, except in the case of Academic Staff Members employed in Curtin English (CE).

The Act means the *Fair Work Act 2009 (Cth)*

The State means Western Australia and WA.

TOIL means time of in lieu of payment for Overtime.

Unsatisfactory Work Performance has the meaning of the definition at Clause 73, *Management of Unsatisfactory Work Performance*.

Unions means the registered organisations of Staff Members, listed at Clause 4.1 (d) to (i); and includes reference to either one or more of the registered organisations.

University means Curtin University of Technology.

Vice-Chancellor means the Vice-Chancellor.

Workload has the meaning of the definition at Clause 22, *Hours of Work and Workload (Academic Staff)* and does not apply to Professional and General Staff.

4 Coverage of this Agreement

4.1 This Agreement covers and applies to:

- a) the University;
- b) all Staff Members employed by the University as Professional and General Staff Members in the classifications listed in Schedule 7, *Classification Standards (Professional and General Staff)* unless otherwise excluded by this Agreement;
- c) all Staff Members employed by the University as Academic Staff Members in the classifications listed in Schedule 8, *Classification Standards (Academic Staff)*; Schedule 10, *Employment in Curtin English (CE)*; and Table 2 of Schedule 1, *Staff Salaries* unless otherwise excluded by this Agreement;

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- d) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union' known as the Australian Manufacturing Workers' Union (AMWU);
 - e) Communications Electrical Plumbing Union (CEPU);
 - f) Construction, Forestry, Mining and Energy Union (CFMEU);
 - g) CPSU – The Community and Public Sector Union;
 - h) National Tertiary Education Industry Union (NTEU); and
 - i) United Voice.

4.2 This Agreement does not cover or apply to:

- a) persons employed as the Vice-Chancellor, a Deputy Vice-Chancellor, a Pro-Vice-Chancellor, and a Vice-President;
- b) persons employed at classification level 12 (10C) or above;
- c) persons employed by the University at the Curtin University of Technology Early Childhood Centre (or any other legal or trading name subsequently adopted);
- d) persons employed to undertake the provision of vocational education and training programs; and
- e) persons employed under an Australian Workplace Agreement (AWA) or an Individual Transitional Employment Agreement (ITEA) which commenced on or before the date of commencement of this Agreement and which operates to the exclusion of this Agreement whilst the AWA or ITEA is in force.

5 Date and Period of Operation

5.1 This Agreement will operate from 7 days after approval by FWA and has a nominal expiry date of 30 June 2016. Upon the nominal expiry date, this Agreement will continue until it is replaced by a new Agreement.

5.2 This Agreement replaces the *Curtin University of Technology Academic Staff Enterprise Agreement 2009-2012* and the *Curtin University of Technology General Staff Enterprise Agreement 2009-2012* and all awards and agreements that would otherwise be applicable to Staff Members covered by this Agreement.

6 Variation of this Agreement

This Agreement may be varied in accordance with the Act.

7 Renegotiation of this Agreement

Negotiations for an agreement to replace this Agreement will commence no later than 3 months prior to the nominal expiry date.

8 Availability of this Agreement

- 8.1 This Agreement will be published on the University's website.
- 8.2 The Director, Human Resources or nominee will make a hard copy of this Agreement available for viewing upon request by a Staff Member.
- 8.3 The University will advise Staff Members of the date of commencement of this Agreement.

9 Implementation of this Agreement

- 9.1 An Implementation and Monitoring Consultative Committee (IMCC) will be established for the following purposes:
 - a) facilitating the implementation and monitoring of this Agreement and making any relevant submissions;
 - b) providing a forum for open communication and consultation on:
 - i) conditions of employment, including management of change and consultation; and
 - ii) workplace issues arising from this Agreement from time to time; and
 - iii) policy changes affecting conditions of employment.
- 9.2 The IMCC will comprise:
 - a) 4 management representatives nominated by the Vice-Chancellor; and
 - b) 4 Union representatives nominated by the Unions.
- 9.3 The IMCC will from time to time appoint a Chairperson from amongst the membership of the IMCC.

RECRUITMENT AND APPOINTMENTS

10 Recruitment, Selection and Appointment

- 10.1 Recruitment, selection and appointment of Staff Members will be in accordance with this Agreement.
- 10.2 Staff Members have the right to seek further employment with the University including Continuing Appointments and further Fixed Term Appointments.
- 10.3 All advertised positions will be advertised internally and all appointments will be on the basis of merit.
- 10.4 The University will consult with Staff Members, the IMCC and the Unions in the development of:
 - a) recruitment, selection and appointment Policy; and
 - b) appeal processes.

10.5 Redeployees

The recruitment, selection and appointment of a Redeployee will be dealt with in accordance with Clauses 69.7.3, 70.4.6, and 71.4.6, as appropriate.

10.6 Appeal for Review of Selection Decisions

- 10.6.1 A Staff Member, who is unsuccessful in their application for appointment to a position of more than 12 months duration, is entitled to lodge an appeal with the Director, Human Resources.
- 10.6.2 The Director, Human Resources will provide his or her decision in writing to the appellant within 10 working days of lodgement of the appeal.

11 Position Classification (Professional and General Staff)

- 11.1 The provisions of this Clause 11 apply only to Professional and General Staff Members.
- 11.2 All positions will be classified according to the work value descriptors specified in Schedule 7, *Classification Standards (Professional and General Staff)*.
- 11.3 The University will determine the classification level of a position consistently with the broad work value descriptors specified in Schedule 7, *Classification Standards (Professional and General Staff)*, and by considering work value reasons related to any of the following:
 - a) the nature of the work;
 - b) the level of skill or responsibility involved in doing the work;
 - c) the conditions under which the work is done.

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- 11.4 For each of the Levels 1-10, the work value descriptors describe work of different work value.
- 11.5 The University has the right to determine the title, classification level, organisational structure, duties and the essential criteria requirements of:
- a) any new or vacant position; and
 - b) current position or groups of positions.
- 11.6 The University will evaluate the classification of a position:
- a) upon the creation of a new position; or
 - b) where major changes are made to an existing position description; or
 - c) upon request for reclassification under Clause 11.9.

11.7 Joint Level Classifications

- 11.7.1 A position may be classified as a joint level classification.
- 11.7.2 A joint level classified position is a position where the work is able to be undertaken at either the training level or qualifications of one HEW level work value descriptor or at the training level and qualifications at the next highest HEW level work value descriptor.
- 11.7.3 Where a Staff Member occupies a joint level classified position they will be deemed to hold a position classified at the HEW level corresponding to the step at which they are remunerated within that jointly classified position.
- 11.7.4 Levels 1 and 2 are a joint level classification.
- 11.7.5 A Staff Member who occupies a Level 3 position, and whose performance is assessed to be satisfactory, may progress through each increment to the highest step of Level 4 if:
- a) Level 4 competencies are stated in a current work plan, developed in accordance with Clause 55, *Work Planning and Performance Review*;
 - b) the Staff Member has attained the specified competencies; and
 - c) the Level 4 duties are required to be done.

11.8 Timeframes

- 11.8.1 Fair and reasonable timelines will be adhered to throughout the reclassification process.
- 11.8.2 Persons involved in the reclassification process will use their best endeavours to meet specified timeframes. Where there are

extenuating circumstances, any request for an extension or a reduction of a timeframe will not unreasonably be refused.

11.9 Position Reclassification Requests

- 11.9.1 An application for reclassification of an occupied position by the University or a Staff Member will be preceded by a work planning and review process as per Clause 55, *Work Planning and Performance Review*. Changes to the existing position description may be identified through the work planning and review process.
- 11.9.2 Any major changes to the existing position description will be developed collaboratively between the Line Manager(s) and the occupant(s), if any, of the position.
- 11.9.3 The reclassification process will deal with the assessment of the position and not:
- a) the Staff Member's performance in the position;
 - b) the length of service of the Staff Member who occupies the position;
 - c) any qualification, skills and experience the Staff Member who occupies the position may have;
 - d) budgetary considerations and funding sources;
 - e) one-off short term projects or duties performed in addition to the Staff Member's substantive position description; and
 - f) increase(s) in the work volume.
- 11.9.4 The University will employ methods to ensure equity, consistency, internal relativity and currency in the measurement of work value of positions consistent with the work value descriptors.
- 11.9.5 The Director, Human Resources or nominee will provide Line Manager(s) and the occupant(s) of the position with written advice of any reclassification determination. In the case of an unsuccessful reclassification initiated by the Staff Member, the Director, Human Resources or nominee will also provide the Staff Member with the reasons for the decision and advice of their rights to seek review of reclassification determinations under this Clause 11.
- 11.9.6 Application for reclassification of a position may be made to the Director, Human Resources or nominee by:
- a) a Line Manager; or
 - b) the Staff Member who occupies the position, with or without recommendation or support by their Line Manager. The Line Manager is entitled to state within the application his or her dissenting views in relation to the position.

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- 11.9.7 A Staff Member may apply for reclassification no more than once every 24 months, unless otherwise authorised by the Director, Human Resources.
- 11.9.8 The Director, Human Resources or nominee will undertake the evaluation in accordance with established and published processes, in a fair and reasonable manner. The evaluation will be completed within 3 months of submission of application unless an extension of time for the evaluation of no greater than 3 months is agreed to by the University and the applicant.
- 11.9.9 The effective date of reclassification under this Clause 11 is the beginning of the next pay period following the receipt by the Director, Human Resources or nominee of the completed and duly signed application for reclassification. The Director, Human Resources may determine an earlier effective date of reclassification.
- 11.9.10 Following receipt of the application for reclassification, any additional changes to the position description will be discussed by the Director, Human Resources or nominee with Line Manager(s) and the position occupant(s).

11.10 Review of Reclassification Determination

- 11.10.1 If the applicant is not satisfied with the reclassification determination, they may apply, within 4 weeks of receipt of the initial advice of the reclassification determination, for a review of the determination by an assessor internal to Human Resources who has expertise in job classification. The review will be based upon a written rationale provided by the applicant together with any response provided by the University.
- 11.10.2 At the conclusion of the internal review the applicant will be provided with the written report of the assessor, which will contain the reasons for the determination and the elements considered in that assessment.
- 11.10.3 If the outcome of the internal review remains unsatisfactory to the applicant, the applicant may, within 4 weeks of receipt of the initial advice of the internal review determination, request an external assessment by an independent external assessor. The Staff Member will provide, in writing, the basis upon which they seek an external assessment including commentary on the internal review.
- 11.10.4 The independent external assessor will be a person who has expertise in job classification who has been selected by the University to review position classifications and reclassification applications. The Director, Human Resources or nominee will make arrangements for the external assessor to assess the Staff Member's request.
- 11.10.5 The University will consult the IMCC on any proposal to select a new independent external assessor.

11.10.6 At the conclusion of the external assessment, the Staff Member will be provided with the written report of the assessor including the reasons for the determination and the elements considered in that assessment.

11.11 Reclassification Appeal

11.11.1 If the applicant is not satisfied with the review determination(s) under this Clause 11, they may lodge an appeal with FWA.

11.11.2 A reclassification appeal must be lodged with FWA within 21 days of the date of notification of the University's determination.

11.11.3 The appeal will be determined by FWA having regard to Clause 11.3.

12 Position Classification (Academic Staff)

All Academic Staff Member positions will be classified according to the classification structure specified in Schedule 8, *Classification Standards (Academic Staff)*; Schedule 10, *Employment in Curtin English (CE)*; and Table 2 of Schedule 1, *Staff Salaries*.

13 Contract of Employment General Provisions

13.1 Modes of Employment

13.1.1 A Staff Member will be appointed to a position as follows:

- a) Continuing Appointment;
- b) Fixed Term Appointment;
- c) Curtin Research Contract;
- d) Ongoing Sessional Fellow (OSF) (in the case of Academic Staff Members); or
- e) Casual Staff Member.

13.1.2 A Staff Member, other than a Casual Staff Member, will be appointed either Full-time or Part-time, provided that an OSF may only be appointed Part-time.

13.1.3 A Part-time Staff Member will be engaged for hours less than Full-time and will receive entitlements proportionate to hours worked.

13.1.4 The University will make a written offer of appointment to Staff Members, (other than Casual Staff Members who will be provided their terms of appointment in accordance with Clause 16), which specify details about the position and conditions of employment including the following terms:

- a) the type of employment;
- b) classification level;

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- c) the duties to be performed;
 - d) the reporting relationship;
 - e) relevant pay rates and conditions of employment;
 - f) hours or fraction of Full-time hours to be worked;
 - g) length and terms of any Probationary Period;
 - h) relevant industrial agreements.

- 13.1.5 A written offer of Fixed Term Appointment to a Staff Member will also specify the circumstances as per Clause 15.2, *Use of Fixed Term Appointments*, under which the Fixed Term Appointment offer is being made.
- 13.1.6 A Staff Member will be required to sign the written offer of appointment in acceptance of the conditions of employment.
- 13.1.7 The University will advise a Staff Member in writing of their Line Manager wherever the reporting relationship changes.

13.2 Probation

- 13.2.1 An Academic Staff Member on a Continuing Appointment or a Fixed Term Appointment is subject to a 12 month Probationary Period.
- 13.2.2 A Professional and General Staff Member on a Continuing Appointment or a Fixed Term Appointment, other than those appointed to trades positions, is subject to a 6 month Probationary Period.
- 13.2.3 A Professional and General Staff Member on a Continuing Appointment or a Fixed Term Appointment in a trades position is subject to a 3 month Probationary Period.
- 13.2.4 A Probationary Period may be extended by up to a further 3 months for a Professional and General Staff Member, and up to a further 6 months for an Academic Staff Member, provided that the Staff Member is notified in writing of the reason for the extension not less than 10 working days prior to the conclusion of the initial Probationary Period.
- 13.2.5 An Academic Staff Member who has served their required Probationary Period in accordance with this Clause 13.2 will not have a further Probationary Period included in any subsequent contract with the University as an Academic Staff Member.
- 13.2.6 A Professional and General Staff Member who has served their required Probationary Period in accordance with this Clause 13.2 will not have a further Probationary Period included in any subsequent contract with the University as a Professional and General Staff Member.

13.2.7 Prior to any decision to terminate employment:

- a) a Staff Member on probation will be advised of any adverse material about the Staff Member that the University intends to take into account in a decision to terminate the employment; and
- b) the University will give the Staff Member the opportunity to respond within 10 working days of receipt of the advice.

13.2.8 The University will confirm or terminate the appointment on or before conclusion of the Probationary Period.

13.2.9 Any decision to extend or terminate the Probationary Period must be agreed to by the Director, Human Resources or Associate Director(s) (Human Resources).

13.2.10 If the probationary appointment is to be terminated, the University will give:

- a) a Staff Member with less than 6 months service not less than 1 week written notice or payment in lieu of notice; and
- b) a Staff Member with 6 months or more service not less than 4 weeks written notice or payment in lieu of notice.

14 Continuing Employment

14.1 Continuing Appointments may only be terminated by the University in accordance with Clause 76, *Termination by the University*.

14.2 Where a Staff Member on a Continuing Appointment is appointed to a Fixed Term Appointment, they will revert to their Continuing Appointment at the conclusion of the Fixed Term Appointment, unless other arrangements are agreed between the University and the Staff Member.

15 Fixed Term Employment

15.1 Conditions Relating to Fixed Term Appointments

15.1.1 Annual leave entitlements accrued during a Fixed Term Appointment will be taken prior to, or paid out on, expiry of the appointment, unless the Staff Member is subsequently appointed to a further Fixed Term Appointment or Continuing Appointment and it is agreed by the Staff Member that these entitlements need not be taken or paid out.

15.1.2 Where a Staff Member who is appointed on a Fixed Term Appointment is subsequently appointed on a Continuing Appointment or a further Fixed Term Appointment, and the period between appointments is 8 weeks or less, the period of the former Fixed Term Appointment will be recognised as service for the purposes of this Agreement.

15.1.3 A Staff Member on a Fixed Term Appointment who has had no Break in Service will be entitled to incremental advancement in the same way as a Staff Member on a Continuing Appointment.

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- 15.1.4 Where a Staff Member on a Fixed Term Appointment undertakes the duties of another position for a limited term that expires prior to the conclusion of the former Fixed Term Appointment, they will revert to the former Fixed Term Appointment at the conclusion of the latter, unless other arrangements are agreed between the University and the Staff Member.
- 15.1.5 Prior to engaging a Staff Member on a Fixed Term Appointment to replace a Staff Member who is taking parental leave, the University will inform the person of the temporary nature of the appointment and the entitlements relating to the return to work of the Staff Member on parental leave.
- 15.1.6 Fixed term Staff Members will be entitled to severance as prescribed in Clause 15.4, *Severance for Fixed Term Staff Members* but will not be entitled to redundancy as prescribed in Clause 70, *Redeployment and Redundancy (Profession and General Staff)* and Clause 71, *Redeployment and Redundancy (Academic Staff)*.

15.2 Use of Fixed Term Appointments

The use of Fixed Term Appointments made over the life of this Agreement will be limited to the employment of Staff Members on work activity that comes within the description of one or more of the following circumstances:

Specific Task or Project

- 15.2.1 A definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
- 15.2.2 Without limiting the generality of that circumstance, a Specific Task or Project also includes a period of employment provided from identifiable External Funding.

Research

- 15.2.3 A work activity by a person appointed on research-only functions for a contract period not exceeding 6 years.

Replacement Staff Member

- 15.2.4 A work activity undertaken by a Staff Member replacing another Staff Member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area.

Fill a Vacancy on Temporary Basis

- 15.2.5 A work activity undertaken by a Staff Member performing the duties of:
- a) a vacant position for which the University has made a definite decision to fill and has recruitment action in progress; or
 - b) a position the normal occupant of which is performing higher duties;

until a person is engaged for the vacant position or the vacant higher duties position, as applicable.

Recent Professional Practice Required

15.2.6 A work activity where the University curriculum genuinely requires that work be undertaken by a person who has recent specific relevant professional, or commercial experience in the previous 4 years. Such a person may be engaged for a fixed period not exceeding 4 years.

Pre-retirement Contract

15.2.7 A work activity where a Staff Member enters into a pre-retirement arrangement with the University on a Fixed Term Appointment contract expiring on or around the relevant retirement date, which may be no longer than 5 years from the commencement of the pre-retirement arrangement.

Employment Subsidiary to Studentship

15.2.8 A work activity where a person enrolled as a student undertakes work within the student's academic unit, or an associated research unit of that academic unit, and the work is generally related to a degree course that the student is undertaking within the academic unit, provided that:

- a) the period of appointment expires on or before the end of the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- b) that the appointment is not made conditional upon the person undertaking the studentship.

Apprenticeship or Traineeship

15.2.9 A work activity where an apprentice or trainee is to be employed pursuant to an apprenticeship or traineeship approved by the relevant Commonwealth or State training authority.

Organisational Change

15.2.10A work activity for an initial single period of up to 2 years, undertaken when a new organisational structure is being implemented, in accordance with Clause 69, *Change Management and Consultation*, provided that the new organisational structure being implemented affects no less than 3 Staff Members. The University may offer a further Fixed Term Appointment of a maximum of 12 months subsequent to the initial contract.

Appointment as Head of School

15.2.11A work activity where a person is appointed as a Head of School for a period not exceeding 5 years.

Appointments in Curtin FM 100.1

15.2.12A work activity where a Staff Member is appointed within Curtin FM 100.1 as a sales representative, or a radio broadcaster or in radio production in accordance with Clause 21.2, *Employment at Curtin FM 100.1*.

Substantial decrease in enrolments

15.2.13 Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, Fixed Term Appointments may be used for up to 3 years.

15.2.14 There needs to be a link between the number of contracts issued and the area(s) of forecast enrolment decrease. If at the end of 3 years, the work is considered to be ongoing, the Staff Member will be offered a Continuing Appointment unless the Staff Member:

- a) is unable to demonstrate satisfactory performance in the position; or
- b) is the subject of a disciplinary process.

15.3 Notice for Fixed Term Appointments

15.3.1 The University will provide a Staff Member on a Fixed Term Appointment with 4 weeks written notice of its intention to offer or not offer further employment with the University at the expiry of the Fixed Term Appointment.

15.3.2 In addition to the notice prescribed in Clause 15.3.1, a Staff Member on a Fixed Term Appointment, over the age of 45 years at the time of the University giving notice and who has not less than 2 years Continuous Service, will be given an additional 1 week notice.

15.3.3 If, because of circumstances beyond the University's control, the University is not able to provide the notice required under this Clause 15.3, it will be sufficient compliance with this Clause 15.3 if the University:

- a) provides the Staff Member on the Fixed Term Appointment written advice of those circumstances no later than the latest time at which the notice would otherwise be required to be given; and
- b) gives notice to the Staff Member on the Fixed Term Appointment at the earliest practicable date thereafter.

15.4 Severance for Fixed Term Staff Members

15.4.1 The severance arrangements of this Clause 15.4 will apply to Staff Members on Fixed Term Appointments except to those Staff Members on Fixed Term Appointments:

- a) in the circumstances prescribed in Clause 17, *Curtin Research Contracts*; or
- b) on a Research-Contingent contract to whom the provisions of Schedule 12(4) apply; or
- c) on a Research-only Fixed Term contract to whom the provisions of Schedule 12(3) apply; or
- d) on a Pre-retirement Contract; or
- e) whose contract of employment commenced prior to 15 September 2010, in which case the provisions Schedule 12(1), *Transitional Arrangements – Severance of Fixed Term Employment of Academic Staff Members* apply.

15.4.2 The University will pay severance, in accordance with this Clause 15.4, except where a Staff Member's Fixed Term Appointment has been terminated in accordance with Clause 13.2, *Probation*; or Clause 74, *Misconduct or Serious Misconduct*.

Initial Fixed Term Contract

15.4.3 A Staff Member on a Fixed Term Appointment for a Specific Task or Project, or for research-only functions, will be entitled to severance pay, where the University continues to require the same or substantially similar duties to be performed, but another person has been, or is to be appointed.

15.4.4 A Staff Member on an initial Fixed Term Appointment for 2 years or more will be entitled to severance pay at the conclusion of the initial appointment, except where External Funding has primarily been used to fund the position.

2nd or Subsequent Fixed Term Contract

15.4.5 A Staff Member on a second or any subsequent Fixed Term Appointment will be entitled to severance pay, where there is no Break in Service.

Severance Payments

15.4.6 A Staff Member on a Fixed Term Appointment who is eligible for a severance payment will be paid in accordance with Table 1 below:

Table 1	
Length of Service	Severance Payment
Less than 2 years	4 weeks
At least 2 years, but less than 3 years	6 weeks
At least 3 years, but less than 4 years	8 weeks
At least 4 years, but less than 5 years	10 weeks
At least 5 years, but less than 6 years	12 weeks
At least 6 years, but less than 7 years	14 weeks
7 years or more	16 weeks

15.4.7 A severance payment will be made no earlier than 4 weeks after the date of severance, unless approved by the Director, Human Resources or nominee.

15.4.8 A Staff Member will be ineligible for severance if they refuse an offer of a further suitable Fixed Term Appointment with the University.

15.5 Conversion of Fixed Term Staff Members to Continuing Status

15.5.1 This Clause 15.5 will not apply to a Staff Member appointed in accordance with:

- a) Clause 16, *Early Career Development Fellowships of the Curtin University of Technology Academic Staff Agreement 2009-2012*; or
- b) Clause 17, *Curtin Research Contracts*; or
- c) Clause 19, *Employment in the Centre for Aboriginal Studies*.

15.5.2 Where a Staff Member has been engaged on 2 or more consecutive Fixed Term Appointments in the same Faculty or Area over a period of 3 or more years, they will be eligible to apply for, and will be granted, Continuing Appointment status, provided that the Staff Member:

- a) is undertaking work of a continuing nature;
- b) was appointed through a merit selection process for at least one of the Fixed Term Appointments; and
- c) is not the subject of an Unsatisfactory Work Performance process.

16 Casual Employment

16.1 A Casual Staff Member will be paid for work performed in accordance with the work allocated by their Line Manager.

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- 16.2 The minimum salary rate to be paid to a Casual Professional and General Staff Member is the hourly rate of the applicable classification prescribed in Table 3 of Schedule 1, *Staff Salaries*, plus a loading of 25% on base salary in lieu of any other entitlements, unless otherwise stated in this Agreement.
- 16.3 The minimum salary rate to be paid to a Casual Academic Staff Member is as prescribed in Schedule 2, *Casual Salary Rates (Academic Staff)*. The minimum salary rate incorporates a loading of 25% on base salary in lieu of any other entitlements, unless otherwise stated in this Agreement.
- 16.4 A Casual Academic Staff Member will receive payment for any and all assessment or marking work undertaken in accordance with explanatory notes A, B, C, D or E of Schedule 2, *Casual Salary Rates (Academic Staff)*.
- 16.5 At the time of engagement, the University will provide to a Casual Staff Member a document setting out the terms of appointment which will include the following:
- a) the number of hours employment it is estimated will be offered;
 - b) the duties required;
 - c) the rate of pay for each class of duty;
 - d) a statement that any other duties required during the term will be paid in accordance with Table 3 or 4 of Schedule 1, or Schedule 2, as applicable.
- 16.6 An offer of employment as a Casual Staff Member provides no expectation of a Continuing Appointment with the University.
- 16.7 A Casual Staff Member's employment contract of service may be terminated by either party giving 1 hour notice to the other party.
- 16.8 The University will continue to offer staff development opportunities to Casual Staff Members.
- 16.9 A Casual Staff Member who is employed by the University at the time of advertisement of a vacant position at the University is eligible to apply for the position.
- 16.10 The University will endeavour to provide facilities for use by Casual Academic Staff Member to enable them to perform University work. Such facilities may be provided on a shared basis and will include a workstation, telephone, and access to internet and email.
- 16.11 In the case of Casual Academic Staff Members, where practicable, the University agrees that it will not use employment of Casual Academic Staff Members in circumstances which require significant numbers of hours per week for the conduct of long term, regular and systematic work.

16.12 Conversion of Casual Appointments to Fixed Term Appointments (Professional and General Staff)

- 16.12.1 This Clause 16.12 applies only to Professional and General Staff Members.
- 16.12.2 An eligible Casual Staff Member may apply in writing for conversion to non-casual employment in accordance with this Clause 16.12 and Schedule 11, *Conversion of Casual Appointments to Fixed Term Appointments (Professional and General Staff)*.
- 16.12.3 A Staff Member will not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this Clause 16.12.
- 16.12.4 Upon appointment, the University will advise a Casual Staff Member that, after serving the qualifying periods referred to in Schedule 11(1.1.1), Casual Staff Members may have a right to apply for conversion and a copy of the conversion provisions of this Agreement will be made available to such Staff Members.
- 16.12.5 The University must also take reasonable steps from time to time to inform Casual Staff Members of the conversion provisions of this Agreement.

17 Curtin Research Contracts

- 17.1 A Curtin Research Contract may be offered to a Staff Member who is to undertake research-only functions as an alternative to a Fixed Term Appointment on a research-only contract.
- 17.2 A Staff Member may request a Curtin Research Contract as an alternative to a Fixed Term Appointment on a research-only contract.

17.3 Appointment

- 17.3.1 A Staff Member will be appointed on a Curtin Research Contract on a Full-time or Part-time basis.
- 17.3.2 An Academic Staff Member appointed on a Curtin Research Contract is eligible to apply for academic promotion where appropriate.

17.4 Termination and Severance

- 17.4.1 The provisions of Clause 15.4, *Severance for Fixed Term Staff Members*; Clause 15.5, *Conversion of Fixed Term Staff Members to Continuing Status*; Clause 69, *Change Management and Consultation*; Clause 70, *Redeployment and Redundancy (Professional and General Staff)*; and Clause 71, *Redeployment and Redundancy (Academic Staff)* do not apply to a Staff Member appointed on a Curtin Research Contract.
- 17.4.2 A Curtin Research Contract appointment may be terminated by the University:

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- a) if the funding that supports the position ceases or is insufficient; or
 - b) if the work ceases; or
 - c) if 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
 - d) upon the occurrence of the circumstance(s) or contingency(ies) specified in the contract of employment; or
 - e) where the termination is in accordance with Clause 13.2, *Probation*; Clause 73, *Management of Unsatisfactory Work Performance*; or Clause 74, *Misconduct or Serious Misconduct*.

17.4.3 The University will provide a Staff Member appointed on a Curtin Research Contract with not less than 4 weeks written notice of termination of employment, or payment in lieu of such notice. The notice will specify the reason(s) for the termination further to Clause 17.4.2. Where a lesser notice period applies in accordance with Clause 13.2, *Probation* or Clause 74, *Misconduct or Serious Misconduct* then that notice period will apply.

17.4.4 Subject to Clause 17.4.3 above, a Staff Member appointed on a Curtin Research Contract, who is over the age of 45 years at the time of the University giving notice and who has not less than 2 years Continuous Service, will be given an additional 1 week notice.

17.4.5 The University will pay severance, in accordance with Table 1 below, to a Staff Member appointed on a Curtin Research Contract whose employment has been terminated other than in accordance with Clause 13.2, *Probation*; Clause 73, *Management of Unsatisfactory Work Performance*; or Clause 74, *Misconduct or Serious Misconduct*.

Length of Service	Severance Payment
Less than 2 years	4 weeks
At least 2 years, but less than 3 years	6 weeks
At least 3 years, but less than 4 years	8 weeks
At least 4 years, but less than 5 years	10 weeks
At least 5 years, but less than 6 years	12 weeks
At least 6 years, but less than 7 years	14 weeks
7 years or more	16 weeks

17.5 Conversion to Continuing Status

Where a Staff Member has been appointed on a Curtin Research Contract in the same Faculty/Area over a continuous period of 7 or more years, they will be eligible to apply for, and will be granted Continuing Appointment status, provided that the Staff Member:

- a) was appointed through a merit selection process;
- b) in the case of an Academic Staff Member, has a PhD or equivalent higher degree qualification (if the appointment is at Level B and above);
- c) is able to demonstrate satisfactory performance in the position;
- d) is not the subject of a disciplinary process; and
- e) is undertaking work of a continuing nature.

18 Indigenous Employment

The University will take active measures over the life of the Agreement to achieve the targets for employment of indigenous Staff Members as contained in *The Curtin University of Technology Aboriginal and Torres Strait Island Employment Strategy 2007-2012* and a successor employment strategy for the period 2013 – 2016 to be set out in *The Curtin University Strengthening Indigenous Outcomes* document planned to be completed in May 2013.

19 Employment in the Centre for Aboriginal Studies

19.1 For the purposes of this Clause 19 the following definition(s) apply:

Aboriginality means the status of a person of Aboriginal/Torres Strait Islander background.

19.2 The provisions of this Clause 19 apply only to positions within the Centre for Aboriginal Studies.

19.3 Where the University is able to demonstrate that:

- a) Aboriginality is a genuine occupational qualification;
- b) the required services will be most effectively performed by a person of Aboriginal/Torres Strait Islander background, on the grounds that it is recognised that services provided to persons of an Aboriginal and Torres Strait Islander background for the purpose of promoting their welfare will be most effectively performed by a person of Aboriginal/Torres Strait Islander Background; and
- c) the work to be performed is undertaken for the purpose of securing adequate advancement of Aboriginal/Torres Strait Islander people;

then only persons from an Aboriginal/Torres Strait Islander background will be eligible to be considered for a Continuing Appointment to any continuing position.

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- 19.4 If there is no suitable candidate of an Aboriginal/Torres Strait Islander background, the University may offer a Fixed Term Appointment to a suitable candidate of non-Aboriginal/Torres Strait Islander background.
- 19.5 A Staff Member appointed to the continuing position on a Fixed Term Appointment in accordance with Clause 19.4 will be informed in writing, upon appointment, of the conditions and reasons for the Fixed Term Appointment.
- 19.6 The Staff Member appointed in accordance with Clause 19.4 will be entitled to severance payment in accordance with Clause 19.7 if there is no further offer of Fixed Term Appointment, only if the written notification required in accordance with Clause 19.5 is not provided to the Staff Member.

Severance for Fixed Term Appointments in the Centre for Aboriginal Studies

- 19.7 Subject to Clause 19.6, the provisions of Clause 15.4, *Severance for Fixed Term Staff Members* will apply.

20 Employment (Academic Staff)

20.1 Research-only Fixed Term Contract / Research-Contingent Appointments

- 20.1.1 The transitional arrangements provided at Schedule 12(3), *Transitional Arrangements – Research Only Academic Staff* will apply to an Academic Staff Member on a Fixed Term Appointment to a research-only contract at 50% or more FTE who, at any time within 2 years from the date of commencement of this Agreement, meets the eligibility criteria stated in Schedule 12(3).
- 20.1.2 The transitional arrangements provided at Schedule 12(4), *Transitional Arrangements – Research Contingent Appointments* will apply to an Academic Staff Member appointed on a Research-Contingent contract on or before the commencement of this Agreement.

20.2 Ongoing Sessional Fellows (OSF)

- 20.2.1 For the purposes of this Clause 20.2, an OSF has the meaning of the definition at Clause 3, *Definitions*.

Appointment

- 20.2.2 An OSF appointment will be filled through expression of interest on the basis of merit and any offer of appointment will be dependent upon the teaching circumstances of a School and will require the approval of the delegated Line Manager.
- 20.2.3 An OSF will be appointed and paid for hours worked in accordance with Table 1 of Schedule 1, *Staff Salaries* and Schedule 9, *Hours of Work and Duties – Ongoing Sessional Fellows*. The appointment will commence at not less than Level A Step 2 and will progress annually through incremental steps to Level B Step 2, subject to:

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- a) An OSF without a PhD will progress only to Level A Step 8; and
 - b) An OSF undertaking unit co-ordination will be appointed at not less than Level A Step 6.

20.2.4 An OSF's salary will be annualised having regard to the proportionate hours worked and will be paid to the OSF on a fortnightly basis over the calendar year.

Work Hours and Work Duties

- 20.2.5 An OSF will undertake work only during study period(s) and will not be required to work during the Christmas closedown period or during paid leave unless otherwise directed by their Line Manager.
- 20.2.6 An OSF will not be paid for the Christmas closedown period unless they are directed to work over that period by their Line Manager.
- 20.2.7 The University's AWMS does not apply to OSFs.
- 20.2.8 An OSF's hours of work and duties will be allocated in accordance with Schedule 9, *Hours of Work and Duties - Ongoing Sessional Fellows*. The duties may include unit co-ordination.
- 20.2.9 The number of weeks worked during a study period(s) may vary between OSFs appointed across the University. Appointment on this basis is not to be used as an alternative to the making of appointments on a Full-time basis.
- 20.2.10 At least every 6 months, with at least 4 weeks notice in advance of the next study period, the Line Manager will discuss with the Staff Member the weeks required to be worked during the following 6 months. Any variation to hours worked will be by mutual agreement and any permanent variation will be effected through a variation to contract of employment.

Leave Entitlements

- 20.2.11 An OSF will be entitled to annual leave, LSL and personal/carer's leave on a proportionate basis.
- 20.2.12 If an OSF's hours of work increase or decrease, whether on a short term or permanent basis, the entitlement to annual leave, LSL, personal/carer's leave, superannuation or redundancy payments, will be varied proportionate to hours worked.
- 20.2.13 All leave entitlements will accrue on a proportionate basis over the calendar year.
- 20.2.14 Accrued Annual Leave and LSL will be taken in non-study periods unless otherwise approved by the Line Manager, with such approval not to be unreasonably withheld.

20.2.15 An OSF will be entitled to take in a non-study period, or at a time that is agreed between the OSF and their Line Manager, an alternative day of leave in lieu of a public holiday they were required to work.

Redundancy and Termination

20.2.16 An OSF may be terminated at the initiative of the University in accordance with the provisions of Clause 76, *Termination by the University*.

20.2.17 Provisions of Clause 71, *Redeployment and Redundancy (Academic Staff)* apply.

20.3 Employment in Curtin English (CE)

Employment conditions for Academic Staff Members employed within Curtin English (CE) are as prescribed in Schedule 10, *Employment in Curtin English (CE)*.

21 Employment (Professional and General Staff)

21.1 The provisions of this Clause 21 apply only to Professional and General Staff Members.

21.2 Employment at Curtin FM 100.1

21.2.1 The provisions of this Clause 21.2 apply only to Staff Members appointed at Curtin FM 100:1:

- a) as a sales representative(s); or
- b) as a radio broadcaster(s); or
- c) in radio production.

Hours of Work and Overtime

21.2.2 The Full-time ordinary hours of work will be 37.5 hours per week.

21.2.3 The ordinary hours of work may be worked over a 7 days per week, 24 hours per day span of hours as suited to operational requirements.

21.2.4 A Staff Member is entitled to Overtime and shift allowances, as applicable, only if they are required by the University to work, and have worked, more than 37.5 hours per week.

Salaries, Allowances and Sales Commissions

21.2.5 A Staff Member will be paid a base salary in accordance with Schedule 1, *Staff Salaries* and may also receive one of the following as determined by the University and stated in their contract of employment:

- a) a non-superannuable sales commission; or

b) a superannuable allowance.

21.2.6 All other provisions relating to employment of Staff Members will be in accordance with this Agreement.

21.3 Employment at Curtin FM 100.1 (Cadet Journalists)

21.3.1 The University may appoint a Professional and General Staff Member as a cadet journalist at Curtin FM 100.1 (however called) in accordance with the provisions of this Clause 21.3, and these provisions will apply only to such appointments.

21.3.2 A Staff Member appointed as a cadet journalist will be a graduate (journalism) of the University or a student at the University who has completed a major part of their studies in broadcast journalism (3rd year student).

21.3.3 A cadet journalist may be appointed as a Casual Staff Member.

21.3.4 A Staff Member is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours per week.

21.3.5 The number of cadet journalist positions will be determined by the University but will not affect the number of overall continuing positions at Curtin FM 100.1.

21.4 Casual Employment in Abacus Labs and Library Information Services (LIS)

21.4.1 The provisions of this Clause 21.4 apply only to Casual Staff Members engaged in:

- a) Abacus Labs (or however called); and
- b) Library and Information Services (LIS).

21.4.2 A Staff Member is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours in a week.

21.4.3 A Staff Member may be engaged on a semester-only basis for a maximum period of 18 weeks for each engagement.

21.5 Casual Employment in Recreation Services

21.5.1 The provisions of Clause 21.5 apply only to Casual Staff Members engaged in the fitness industry defined as the operation or provision of any of the following:

- a) fitness services or classes;
- b) group fitness organisations;

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- c) weight loss/control centres;
 - d) aquatic centres;
 - e) aquatic services or classes;
 - f) sports casual umpires, assistants and coaches;
 - g) golf driving ranges;
 - h) dance centres;
 - i) martial arts centres;
 - j) recreational camps.

21.5.2 This Clause 21.5 does not apply to administrative and other operational support Staff Members of the Curtin Stadium.

21.5.3 A Staff Member is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours in a week.

21.5.4 The minimum hourly salary rate the University will pay a Casual Staff Member under this Clause 21.5 is as prescribed in Table 5 of Schedule 1, *Staff Salaries*. This salary rate will increase in accordance with the salary increases payable under Clause 30, *Salary and Increments*.

21.6 Casual Employment in Housing Services

21.6.1 The provisions of Clause 21.6 apply only to Casual Staff Members engaged in Housing Services as:

- a) Senior Housing Assistant; or
- b) Housing Assistant.

21.6.2 A Staff Member is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours in a week.

21.7 Trainees and Apprentices

21.7.1 For the purposes of this Clause 21.7:

Group Training Scheme means an employment arrangement whereby an organisation employs apprentices and trainees under an apprenticeship/traineeship training contract and places them with host employers.

21.7.2 The University may engage trainees and apprentices as appropriate to the needs of the University in accordance with Commonwealth and State employment programs.

21.7.3 Indentured trainees employed through a group training scheme will be paid not less than the rates applicable to an apprentice employed by the University.

21.7.4 Apprentices will be paid a percentage (as in Table 1 below), of the Level 3 Step 1 salary, as set out in Table 3 of Schedule 1, *Staff Salaries*:

Table 1	
	Percentage
Non-Adult Pre-Apprentice	50%
Adult Pre-Apprentice	75%
Non-Adult 1st Year	60%
Adult 1st Year	80%
Non-Adult 2nd Year	70%
Adult 2nd Year	85%
Non-Adult 3rd Year	80%
Adult 3rd Year	90%
Non-Adult 4th Year	90%
Adult 4th Year	95%

21.7.5 Apprentices will also be paid a percentage (as in Table 1 above) of the Industry Trades Allowance 1 set out in Table 1 of Schedule 5, *Allowances – Industry Trade Qualified Staff Members and Industry Assistants*.

21.7.6 Trainees will be paid a percentage (as in Table 2 below) of the Level 3 Step 1 salary, as set out in Table 3 of Schedule 1, *Staff Salaries*.

Table 2	
Under 16 years of age	50%
16 years of age and under 17 years of age	60%
17 years of age and under 18 years of age	70%
18 years of age and under 19 years of age	80%
19 years of age and under 20 years of age	90%
20 years of age and over	100%

21.7.7 Conditions of employment for trainees and apprentices will be as for other Continuing Appointments, provided that the University is under no obligation to continue the employment beyond the term of training or apprenticeship.

HOURS OF WORK, WORKLOAD AND ROLES (ACADEMIC STAFF)

22 Hours of Work and Workload (Academic Staff)

22.1 The provisions of this Clause 22 do not apply to:

- a) Professional and General Staff Members;
- b) Casual Staff Members;
- c) Ongoing Sessional Fellows (OSFs); and
- d) Academic Staff Members employed in CE.

22.2 Definitions

For the purpose of this Clause 22 the following definition(s) will apply:

Academic Workload Management System (AWMS) means the University method for allocating work for all Academic Staff Members, as is in place at the commencement of this Agreement, which incorporates a set of generic categories, parameters, rules and allocations relating to a variety of generic academic tasks using an annualised hours methodology, as modified or amended from time to time, renamed or replaced in accordance with the provisions of this Clause 22.

Teaching Delivery means the provision of education through activities such as lectures, tutorials, seminars, demonstrations, laboratory sessions, clinical/practicum sessions, fieldwork, supervision, or other teaching methods, including teaching in equivalent ways and equivalent duration using technology through web-based, technology enhanced, online and distance education media.

Teaching-related Duties includes curriculum development; unit coordination; preparation of materials; consultation; assessment and feedback; higher degree by research supervision; pedagogical innovation; and training for on-line and alternative delivery.

Workload includes any of the duties relating to teaching and learning, research, scholarship and creative production, leadership, administration and service and any matter that is incidental thereto.

22.3 Hours of Work

22.3.1 A Full-time Staff Member's Workload will be allocated within a maximum of 1725 hours per annum, however this maximum may vary subject to approved leave.

22.3.2 A Part-time Staff Member's Workload will be allocated on a proportionate basis.

22.3.3 No Staff Member will be required to work on weekends unless mutually agreed between the University and the Staff Member.

22.4 General Provisions

- 22.4.1 All Staff Members on Continuing Appointments and Fixed Term Appointments are assigned to academic roles, as set out in Clause 23, *Academic Roles*. These are teaching focussed, teaching focussed (clinical/professional), Scholarly Teaching Fellow (STF), teaching/clinical scholar, teaching and research academic (teaching or research emphasis), research academic and academic professional fellow.
- 22.4.2 All Staff Members on Continuing Appointments and Fixed Term Appointments are entitled to participate in an appropriate mix of teaching, research, scholarship, administration, professional work and service/leadership, as determined by the Head of School or Line Manager in consultation with the Staff Member in accordance with their academic role as described in Clause 23.2, the Staff Member's skills, research outcomes and funding of activities if it is available.
- 22.4.3 Academic Staff Members will, if practicable, actively engage in University, School or other activities to which they are invited or expected to participate.
- 22.4.4 If a Staff Member is required to undertake additional work outside of their normal work requirements, they will be entitled to reimbursement of child/family care expenses, if any, for the period of the additional work.

22.5 Academic Workload Management System (AWMS)

- 22.5.1 It is recognised that ongoing changes to the AWMS may be required as a result of the following:
- a) emerging global and national trends in higher education pedagogy, technology and alternative Teaching Delivery modes;
 - b) new teaching focussed and STF roles;
 - c) the introduction of a maximum cap on Teaching Delivery hours, noting that the balance between Teaching Delivery hours and Teaching-related Duties for Academic Staff Members may vary depending on their mix of Teaching Delivery activities as defined in Clause 22.2;
 - d) the implementation of the provisions of Clause 23, *Academic Roles*.
- 22.5.2 Any change, modification or replacement of the AWMS will only be made in accordance with this Clause 22.5.
- 22.5.3 Where the University intends to make systemic changes to the AWMS at a University or Faculty-wide level, it will consult with the IMCC and provide relevant Staff Members with written advice outlining the rationale for the proposed changes, prior to making any final decision.

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- 22.5.4 Subject to Clause 22.5.5, the Head of School may make local area modifications to the AWMS to provide ranges or flexibility in Workload to assist the Head of School or Line Manager in allocating Teaching Delivery hours and Teaching-related Duties in accordance with Clauses 23.3; 23.5; and 23.6, particularly if alternative modes of delivery are part of the core teaching program.
- 22.5.5 Where a Head of School or Line Manager proposes any local area AWMS modifications provided for in Clause 22.5.4, the Head of School will:
- a) advise Staff Members in writing of the proposed local modifications to the AWMS;
 - b) ensure that such proposals are discussed and considered at a formal meeting of all School Staff Members. Staff Members will be given at least ten working days to submit feedback and any suggested alternatives. The Head of School or Line Manager will give proper consideration to feedback from Staff Members prior to making any final decision; and
 - c) advise the outcome of the consultation to the Deputy Vice-Chancellor (Academic) through the Faculty Pro Vice-Chancellor. The Deputy Vice-Chancellor (Academic) will consult the IMCC on the outcome of the local area consultation.
- 22.5.6 If the Deputy Vice-Chancellor (Academic) is of the view that the local area modification is not consistent with this Clause 22, *Hours of Work and Workload (Academic Staff)* or is likely to have adverse flow on effect(s), the Deputy Vice-Chancellor (Academic) may refer the matter back to the Head of School for further consideration.
- 22.5.7 Any Workload allocations arising from changes made to the AWMS under Clause 22.5, *Academic Workload Management System*, must provide sufficient and reasonable time for Staff Members to perform their assigned Teaching-related Duties and to achieve planned research outcomes within their total allocated hours.
- 22.5.8 If the University intends to make changes to the academic calendar it will discuss the proposed changes with the IMCC and consult directly with Staff Members.

22.6 Workload Planning and Allocation

- 22.6.1 Workload allocation for a Staff Member will be determined by the Head of School or Line Manager in consultation with the Staff Member. Following such a consultation, the Head of School or Line Manager will provide, in a timely manner, a plan for the forthcoming year based on the anticipated:
- a) allocation of appropriate mix of academic duties as provided in Clause 22.4.2;

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- b) any nominated or planned annual leave and other leave as notified by the Staff Member; and
 - c) 10 week period allocated in accordance with Clauses 23.3.7; 23.5.3; and 23.6.5.

22.6.2 As soon as practicable the Head of School or Line Manager will confirm the Workload allocation. The Head of School or Line Manager will ensure that the total Workload allocated to the Staff Member is fair and transparent and will take all practicable steps to ensure that the Staff Member:

- a) does not work excessive or unreasonable hours;
- b) has sufficient and reasonable time to perform their assigned Teaching-related Duties and to achieve planned research outcomes within their total allocated hours; and
- c) is able to raise, and have properly considered, legitimate issues relating to their annual Workload allocation.

22.6.3 The Workload allocation for each Staff Member will take account of:

- a) assigned activities;
- b) self-directed work;
- c) the requirements of the AWMS;
- d) the Staff Member's appointment level, experience, and total responsibilities;
- e) any performance objectives or criteria established for the Staff Member; and
- f) any nominated or planned leave.

22.6.4 For self-directed research the Staff Member will be responsible for providing a research plan to the Head of School.

22.6.5 The Head of School is responsible for providing the Workload allocation plan to the Staff Member as soon as practicable, but no later than 10 working days before the beginning of the teaching period. The Head of School will publish all Workload allocations for the School in a timely manner and any updates to Workload allocations as soon as practicable after the census date for that study period.

22.6.6 After allocation of Staff Member duties for any given planning period the Head of School or Line Manager will try to avoid any substantial changes to allocated duties. Where any such change is unavoidable, the Head of School will seek to mitigate any impact on the Staff Member.

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- 22.6.7 The University will ensure that Heads of School and Line Managers are aware of, and trained in, their responsibilities in relation to managing and allocating Workloads and that Staff Members are advised of the relevant provisions of this Agreement.
- 22.6.8 The Head of School or Line Manager and the Staff Member may determine an Workload allocation pattern for the Staff Member which provides for alternative teaching arrangements such as intensive teaching, clinical teaching, practicums and fieldwork, subject to Clause 23, *Academic Roles*.
- 22.6.9 The Head of School or Line Manager and the Staff Member are mutually responsible for a common understanding of the Workload, time allocation and the related performance criteria set in Workload allocation discussions.
- 22.6.10 All Academic Staff Members are expected to make a contribution to leadership and service while undertaking their professional activities. When an Academic Staff Member has been assigned specific leadership and service duties not normally performed by all Academic Staff Members in their area, such time allocations will be allocated from the total individual work hours accorded to Teaching-related Duties, or to research activities, or to collegial, administrative and professional activities.

22.7 Attendance

Subject to compliance by the University and Staff Members with relevant health and safety legislative requirements, Academic Staff Members are entitled to regulate their own hours, provided that a Staff Member's Head of School or Line Manager may require attendance as necessary to meet the Staff Member's teaching and learning, leadership and administrative duties.

23 Academic Roles

23.1 For the purpose of this Clause 23 the following definition(s) will apply:

Academic Workload Management System (AWMS) has the meaning of the definition at Clause 22.2.

Full-time equivalence (FTE) means the number of full-time Staff Members who would be required in a full year to perform equivalent duties.

Reported Casual Academic Staff means in respect of each year, the full-time equivalence (FTE) for "actual" Casual Academic Staff Members employed by the University in the preceding year as described in the statistical report published by the Commonwealth.

STF has the meaning of the definition at Clause 3, *Definitions*.

Teaching Delivery has the meaning of the definition at Clause 22.2.

Teaching-related Duties has the meaning of the definition at Clause 22.2.

Workload has the meaning of the definition at Clause 22.2 and does not apply to Professional and General Staff.

23.2 The following academic roles are described in this Clause 23:

- a) teaching and research;
- b) teaching/clinical scholar (operative until 31 December 2013);
- c) teaching focussed and teaching focussed (clinical professional);
- d) Scholarly Teaching Fellow (STF);
- e) research academic; and
- f) academic professional fellow.

23.3 Teaching and Research Academics

23.3.1 A teaching and research Academic Staff Member will be assigned either a research emphasis or teaching emphasis role.

23.3.2 A teaching and research (research emphasis) academic will be allocated Teaching Delivery and Teaching-related Duties within a band of 40% to 50% of available work hours, which will vary according to the mix of research and other academic duties. The band of time allocated for research will be within 30% to 40% with the balance of hours allocated to collegial, administrative and professional activities.

23.3.3 A teaching and research (teaching emphasis) academic will be allocated Teaching Delivery and Teaching-related Duties within a band of 50% to 60% of available work hours, which will vary according to the mix of research and other academic duties. The band of time allocated for research will be within 20% to 30% with the balance of hours allocated to collegial, administrative and professional activities.

23.3.4 An Academic Staff Member's Workload allocation to research is subject to the ongoing performance requirements for that activity. Higher allocations may be expected if appropriate skills and performance are demonstrated and funding of the activities is available.

23.3.5 The maximum Teaching Delivery hours for teaching and research academics are as shown in Table 1 below:

Band of Time Allocated	40%	50%	60%
Maximum Teaching delivery hours per year	260	340	420

23.3.6 A teaching and research Academic Staff Member not assigned a teaching/clinical scholar role as set out in Schedule 12(5), *Transitional*

Arrangements – Teaching/Clinical Scholar, as at the date of commencement of this Agreement, will be assigned a role according to Clause 23.3 with an allocation up to a maximum 50% (plus or minus 5%) Teaching Delivery and Teaching-related Duties, unless otherwise agreed in writing with the Head of School or Line Manager, and subject to any local area AWMS modifications implemented under Clause 22.5.

- 23.3.7 A teaching and research Academic Staff Member will normally be assigned Teaching Delivery for 24 weeks per year, but this may be varied up to a maximum of 36 weeks per year, having regard to teaching periods, modes of delivery and alternative teaching arrangements. There will be a minimum period of 10 weeks, preferably in a single block, or blocks of weeks, free from Teaching Delivery and Teaching-related Duties, subject to the core teaching program, agreed research plan and nature of individual research activities of each Staff Member.
- 23.3.8 A teaching and research Academic Staff Member will be allocated 20% of available work hours for collegial, administrative and professional activities.
- 23.3.9 It is the aspiration of the University that as it progresses to becoming a research intensive University that the majority of teaching and research Academic Staff Members will be allocated an Workload determined by reference to 40% for Teaching Delivery and Teaching-related Duties; 40% for research; and 20% for collegial, administrative and professional activities.

23.4 Teaching/Clinical Scholar Role

The teaching/clinical scholar role as described at Schedule 12(5), *Transitional Arrangements – Teaching/Clinical Scholar* will cease to operate from 31 December 2013.

23.5 Teaching Focussed and Teaching Focussed (Clinical/Professional)

- 23.5.1 A teaching focussed appointment will be to either a teaching focussed role or teaching focussed (clinical/professional) role in accordance with Schedule 8, *Classification Standards (Academic Staff)*.
- 23.5.2 A Staff Member on a teaching focussed appointment will be allocated up to a maximum of 75% of available work hours for Teaching Delivery and Teaching-related Duties, with a maximum of 550 hours of Teaching Delivery a year.
- 23.5.3 A Staff Member on a teaching focussed appointment will normally have a maximum of 36 weeks Teaching Delivery per year. However, this may be varied due to alternative teaching arrangements, clinical teaching, practicums and fieldwork. The Workload allocation will provide for a 10 week Teaching Delivery-free period as included in annual work planning (and this should preferably be in a single block or

blocks of weeks subject to the core teaching program commitments of each Staff Member).

- 23.5.4 A Staff Member on a teaching focussed appointment will be allocated a minimum of 25% of available work hours for other academic activities.
- 23.5.5 The teaching focussed career structure is equivalent to the levels of appointment and remuneration of Academic Staff Members appointed as teaching and research.
- 23.5.6 A teaching focussed appointment will be offered as a Continuing Appointment or a Fixed Term Appointment, and either Full-time or Part-time.
- 23.5.7 All Academic Staff Members employed in the University at the date of commencement of this Agreement will be eligible to apply for advertised teaching focussed positions.
- 23.5.8 The proportion of Academic Staff Members in teaching focussed roles will not exceed 20% of the University full-time equivalence (FTE) academic workforce (excluding STFs and Casual Academic Staff Members) employed by the University in the preceding year as described in the statistical report published by the Commonwealth.
- 23.5.9 An Academic Staff Member employed at the University at the date of commencement of this Agreement will not be required, and will not automatically be entitled, to have allocated a teaching focussed role.
- 23.5.10 An Academic Staff Member on a teaching focussed appointment may apply for academic promotion, professional training, doctoral training and academic study program.
- 23.5.11 An Academic Staff Member on a teaching focussed appointment will be eligible to apply for advertised teaching and research or research academic role positions.
- 23.5.12 An Academic Staff Member on a teaching focussed appointment will be entitled to a continuous period of 4 weeks annual leave within the same 12 month period subject to planning provisions in Clause 22.6.

23.6 Scholarly Teaching Fellow (STF)

- 23.6.1 Appointment to an STF position will be on the basis of merit.
- 23.6.2 Where an STF appointment is to be on the basis of competitive merit, an Academic Staff Member, nominated by the Unions and employed in the Faculty where the vacancy is located, will be invited to be on any selection panel for STF appointments.
- 23.6.3 An STF position may be filled by a Continuing Appointment or a Fixed Term Appointment subject to Clause 15.2, *Use of Fixed Term Appointments*.

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- 23.6.4 An STF will be allocated up to a maximum of 75% of available work hours for teaching and Teaching-related Duties, with a maximum of 550 hours of Teaching Delivery a year.
- 23.6.5 An STF will normally have a maximum of 36 weeks Teaching Delivery per year. However, this may be varied due to alternative teaching arrangements, clinical teaching, practicums and fieldwork. The Workload allocation will provide for a 10 week Teaching Delivery-free period as included in annual work planning (and this should preferably be in a single block or blocks of weeks subject to the core teaching program commitments of each Staff Member).
- 23.6.6 An STF will be allocated a minimum of 25% of available work hours for other academic activities.
- 23.6.7 A STF will principally undertake work that would otherwise have been performed in the University by a Casual Academic Staff Member.
- 23.6.8 It is not the intention of the University to engage a STF to perform work previously performed by persons in receipt of an employment termination payment.
- 23.6.9 A STF will be appointed at STF Step 1 and will progress annually through incremental steps over a five year period to STF Step 5, in accordance with Table 2 of Schedule 1, *Staff Salaries*.
- 23.6.10 No later than six months prior to the end of a STF's third year of Continuing Appointment an evaluation process will be undertaken with the Head of School to identify the career path for the STF to either a teaching and research role, a teaching focussed role or to progress the STF career path. The evaluation process will include a discussion of opportunities for promotion of the STF to a Level B appointment if a teaching focussed or teaching and research role is identified.
- 23.6.11 The University will, subject to Clause 23.6.15, appoint to STF positions up to a maximum of 20% of the equivalent of the Reported Casual Academic Staff as follows:
- a) 5% in 2013;
 - b) 5% in 2014;
 - c) a further 5% in 2015;
 - d) a final 5% in 2016.
- 23.6.12 The proposed STF appointments in 2015 and 2016 will be subject to the findings of a review undertaken in the second half of 2014. In such a review the University will evaluate the success and ongoing viability of the STF program against the following criteria:
- a) STFs were established to provide a career opportunity for Casual Academic Staff Members thereby reducing the number of Casual Academic Staff Members in the University workforce;

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- b) The attractiveness of the STF role is demonstrated by Casual Staff Members applying in sufficient numbers for available appointments, continuing in the role after being appointed and providing positive feedback on the role;
 - c) The ongoing availability of appropriately qualified Casual Staff Members to appoint to STF roles;
 - d) The appointment of STFs is not negatively impacting on the appointment, ongoing retention or opportunities of other Continuing Appointment categories;
 - e) Student numbers or economic circumstances have not declined, or are not likely to decline in a material way from the levels which existed in 2012;
 - f) Movements or pending movements in overall University workforce numbers.

23.6.13 The University will conduct the review, and include 2 representatives nominated by the Unions on any panel or group constituted to undertake the review.

23.6.14 The University shall create and use its best endeavours to fill and maintain STF positions in the years 2013, 2014, 2015 and 2016.

23.6.15 Notwithstanding the commitment of the University to introduce the STF role in the specified term of this Agreement, no appointments will be made to the role after 30 June 2016.

23.7 Research Academic

A research academic position will principally undertake research and research and research-related activities as set out in Schedule 8, *Classification Standards (Academic Staff)*.

23.8 Academic Professional Fellow

An academic professional fellow position will principally undertake work relating to academic support, administration, co-ordination, leadership/service and/or community engagement as set out in Schedule 8, *Classification Standards (Academic Staff)*.

HOURS OF WORK, WORKLOAD AND SHIFTWORK (PROFESSIONAL AND GENERAL STAFF)

The provisions of Clause 24 to 29 apply only to Professional and General Staff Members.

24 Workload (Professional and General Staff)

- 24.1 The total workload allocated to a Staff Member must be reasonable.
- 24.2 In determining whether or not workload allocated to teams or individuals is reasonable, the Line Manager, so far as is practicable, must consider whether:
- a) the workload is determined on a fair, transparent and consultative basis;
 - b) the workload is sustainable over the established timeframes and any deadlines set for the performance of the duties are reasonable;
 - c) performance of the work exposes a Staff Member to health or safety hazard;
 - d) the workload is within the scope of the Staff Member's position description, otherwise payment of additional remuneration may be provided;
 - e) the workload allocation takes into account the nature of the work, the environment in which it is performed, and the volume of work;
 - f) the Staff Member is able to maintain a balance between their professional and personal life; and
 - g) there is any incidence of workers' compensation or illness or injury.
- 24.3 Workload for new and existing Staff Members will be confirmed through the University's work planning and performance review processes.
- 24.4 Indicators of whether workload is reasonable or unreasonable may include:
- a) work hours;
 - b) leave accruals;
 - c) work patterns;
 - d) volume of work;
 - e) level of work performance; and
 - f) staff turnover.
- 24.5 If a Professional and General Staff Member is aggrieved about their workload, the matter may be dealt with through the dispute resolution procedure of this Agreement.
- 24.6 The IMCC may be used as a forum to facilitate consultation on matters concerning workloads for Professional and General Staff Members.

25 Hours of Work (Professional and General Staff)

- 25.1 The Full-time ordinary hours of work will be 7.5 hours per day, 37.5 hours per week.
- 25.2 The Part-time ordinary hours of work will be less than 37.5 hours per week.
- 25.3 Subject to the University's reasonable operational requirements and Clause 27.2 *Reasonable Hours of Overtime*, the ordinary hours of work may be worked within the Normal Operating Hours of 6.30am and 9.00pm Monday to Friday.
- 25.4 The University will endeavour to ensure that a Staff Member does not work more than 10 hours during any 24 hour period.

25.5 Meal Break – Ordinary Hours of Work

- 25.5.1 A Staff Member will be entitled to an unpaid meal break of at least 30 minutes.
- 25.5.2 No more than 5 hours will be worked without a meal break.

26 Flexitime

- 26.1 A Staff Member who has entered into a flexitime arrangement in accordance with Clause 53, *Flexible Work Arrangements* is entitled to access flexitime for time worked in excess of Full-time ordinary hours of work, in accordance with the following provisions:
- a) flexitime arrangements will be agreed in advance between the Staff Member and their Line Manager;
 - b) a daily time and attendance record will be completed by the Staff Member;
 - c) the hours worked will have been within Normal Operating Hours;
 - d) the Staff Member works in excess of 7.5 hours per day and accumulates time to be taken on a time for time basis on a day approved by their Line Manager;
 - e) the hours worked in any 1 day will not exceed 10 hours; and
 - f) the hours worked over a fortnight will not exceed 82.5 hours.
- 26.2 A Staff Member will normally be expected to utilise their accumulated flexitime within 8 weeks of its accumulation, unless otherwise approved in writing by their Line Manager.
- 26.3 A Part-time Staff Member is not entitled to accumulate flexitime until they have worked in excess of their ordinary hours of work per day.
- 26.4 A maximum of 22.5 hours of accumulated flexitime may be paid out at the end of a calendar year, subject to the following:
- a) the Staff Member has been unable to utilise flexitime;

b) the Staff Member has accumulated these hours;

26.5 Where the Staff Member has been unable to utilise flexitime, through no fault of the Staff Member, there will be no limitation on the flexitime that will be paid out.

26.6 The Staff Member may carry over their accumulated flexitime into the next calendar year with the approval of their Line Manager.

26.7 A Staff Member's absence on flexitime accumulated in accordance with this Clause 26 will not contribute to the accumulation of further flexitime.

27 Overtime

27.1 For the purposes of this Clause 27 the following definition(s) will apply:

Overtime means in the case of Professional and General Staff Members, all work, other than shiftwork, performed at the direction of the Line Manager(s) that is:

- a) outside the Normal Operating Hours; or
- b) outside the Full-time ordinary hours of work (in the case of Part-time Staff Members means in excess of 37.5 hours per week) as per Clause 25, *Hours of Work (Professional and General Staff)*.

Ordinary Travelling Time means the time that a Staff Member would have ordinarily spent travelling once daily, either:

- a) by public transport from the Staff Member's home to the Staff Member's normal place of work and home again; or
- b) by motor vehicle from home to their normal place of work and home again; or
- c) any other means of travel from home to their normal place of work and home again.

27.2 Reasonable Hours of Overtime

27.2.1 The University may require a Staff Member to work reasonable Overtime.

27.2.2 A Staff Member who is entitled to Overtime will be paid at the appropriate Overtime rates as specified in this Clause 27.

27.2.3 A Staff Member may refuse to work Overtime if such Overtime would result in the Staff Member working hours which are unreasonable, having regard to the following:

- a) any risk to the Staff Member's health and safety;
- b) the Staff Member's personal circumstances including any family responsibilities;

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- c) the needs of the workplace or enterprise;
 - d) the notice (if any) given by the University of the Overtime and by the Staff Member of their intention to refuse it;
 - e) the nature of the Staff Member's role, and the Staff Member's level of responsibility;
 - f) any other relevant matter.

27.3 Overtime General Provisions

27.3.1 This Clause 27 applies to Staff Members on Continuing Appointments, Fixed Term Appointments and Casual Staff Members.

27.3.2 A Staff Member who is paid any of the following:

- a) a salary at Level 8 or above;
- b) a higher duties allowance at Level 8 or above;
- c) an allowance in lieu of Overtime;

will not be entitled to payment of Overtime.

27.3.3 Time off in lieu of an Overtime (TOIL) payment may be granted upon request by a Staff Member. TOIL payment will accrue at the same rate as paid Overtime. TOIL arrangements are as provided for in Clause 27.10.

27.3.4 The provisions for a Staff Member being held On-call, who is required to Return to Duty, will be in accordance with Clause 34.9, *On Call Allowance*.

27.4 Meal Break - Overtime

27.4.1 A Staff Member will be entitled to an unpaid meal break of at least 30 minutes.

27.4.2 Except for an emergency, a Staff Member will not work longer than 5 hours Overtime without a meal break. The 5 hour limit will restart at the conclusion of the meal break.

27.4.3 An appropriate meal allowance is payable in accordance with Schedule 4(1), *Allowances – Meal Break during Overtime Allowance* where a Staff Member works at least 4 hours of Overtime.

27.5 Ten Hour Break when Overtime Worked

27.5.1 When Overtime is worked, a break of not less than 10 hours will be taken between the completion of work on one day and the commencement of work on the next, without loss of salary for normal working time occurring during such absence.

27.5.2 Where a Staff Member is directed to return to work or to continue work without the required break, the Staff Member will be paid at double the ordinary rate of pay until they are released from duty or until they have had 10 consecutive hours off duty (without loss of salary for normal work hours occurring during such absence).

27.6 Payment for Overtime

27.6.1 A Staff Member directed to work Overtime in accordance with this Clause 27 will be paid Overtime payments at the following rates:

Weekdays

27.6.2 For the first 3 hours of Overtime worked on any one weekday at the rate of time and one half:

$$\text{ie} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{3}{2}$$

27.6.3 After 3 three hours on any one week day at the rate of double time:

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{2}{1}$$

Saturdays

27.6.4 For the first 2 hours on any Saturday, before 12.00 noon, at the rate of time and one half:

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{3}{2}$$

27.6.5 After the first 2 hours or after 12.00 noon, whichever is the earlier, on any Saturday at the rate of double time:

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{2}{1}$$

Sundays

27.6.6 For all hours on any Sunday, at the rate of double time:

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{2}{1}$$

Public Holidays

27.6.7 For hours of Overtime worked during prescribed hours of work on any Public Holiday at the rate of time and one half (in addition to the normal pay for that day):

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{3}{2}$$

27.6.8 For hours of Overtime worked in excess of the normal working hours of work on any Public Holiday at the rate of double time and a half:

$$\text{i.e.} \quad \frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{5}{2}$$

27.7 Recall to Duty

27.7.1 The minimum payment for a Staff Member who is recalled to duty at their normal place of work or at remote location will be 3 hours, at the appropriate Overtime rate as per Clause 27.6, *Payment for Overtime*. Provided that this payment will also cover any further required return to duty during the 3 hour period.

27.7.2 If a Staff Member is recalled to duty more than once within a period of less than 10 hours of completing their last duty, each period after the initial 3 hour period will be considered a stand-alone period.

27.8 Travelling Time and Time Off in Lieu

27.8.1 Time spent in travelling to and from the place of duty to which the Staff Member is recalled will be included in the time of actual duty performed, for the purposes of Overtime payment.

27.8.2 A Staff Member who is directed to travel or drive by motor vehicle away from their normal place of work as a part of their duties before or after normal working hours, will be granted time off in lieu. This period will be calculated from the actual time spent in travelling in excess of their Ordinary Travelling Time to and from their normal place of work. The rate will be at ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays.

27.8.3 The maximum period of time off in lieu of travel on any one day will be 8 hours; except for Saturdays, Sundays and Public Holidays where all time spent in actual travel will be deemed to be travelling time. Where a Staff Member is absent from their normal place of work and the absence does not involve an overnight stay on that day, travelling time will be calculated from the period between the times of Normal Operating Hours and the departure time of the first available transport.

27.8.4 Time spent in travelling by motor vehicle if the Staff Member is directed to drive a vehicle will be deemed to be Overtime as calculated in accordance with Clause 27.8.2.

27.9 Where Time Off in Lieu for Travelling is Not Granted

Time off in lieu of time spent in travelling will not be granted for travelling by plane or train between the hours of 11.00pm and 6.00am. Time off in lieu will not be granted for periods of 30 minutes or less.

27.10 Time off in Lieu of Overtime (TOIL)

27.10.1 A Staff Member may, with the approval of the Line Manager, take time off in lieu of payment for Overtime (TOIL).

27.10.2 TOIL will be taken at the rate equivalent to the Overtime payment appropriate to the hours worked as outlined in Clause 27.6, *Payment for Overtime*.

27.10.3 A Staff Member will normally be expected to utilise their TOIL within 8 weeks of its accrual, unless otherwise approved in writing by their Line Manager.

27.10.4 Where the Staff Member has not taken the TOIL within the period as arranged in accordance with Clause 27.10.3, the University will pay the Staff Member the accrued TOIL at the relevant Overtime rate.

28 Shiftwork – General Provisions

28.1 Application

This Clause 28 applies to Shiftworker(s) and Continuous Shiftworker(s) other than security Staff Members. A reference to Shiftworker(s) also has the meaning of a reference to Continuous Shiftworker(s) for the purposes of this Clause 28.

28.2 Definitions

For the purposes of this Clause 28, the following definitions will apply:

Afternoon Shift means a shift, Monday to Friday, commencing at or after 12 noon and extending beyond the Normal Operating Hours.

Continuous Shiftworker means a Staff Member who works over a 7 day per week work cycle and who works on shifts that are worked continuously, 24 hours a day, for the days of the week, and who is regularly required to work on Sundays or public holidays or both.

Night Shift means a shift, Monday to Friday, commencing at or after 6pm and extending beyond the Normal Operating Hours.

Roster means the prescribed fortnightly working hours of an individual Shiftworker.

Shiftworker means a Staff Member who is regularly required to work rostered hours of duty at least in part outside the Normal Operating Hours, including at least 10 Sundays or Public Holidays, or a combination of both, in a calendar year, in accordance with this Clause 28.

28.3 Shiftwork Hours and Rosters

- 28.3.1 A Full-time Shiftworker will work 75 hours per fortnight, exclusive of meal breaks.
- 28.3.2 A Part-time Shiftworker will work less than 75 hours per fortnight and is entitled to salary and shiftwork allowance entitlements proportionate to hours worked.
- 28.3.3 A shift will be continuous, other than for meal breaks, and will be no longer than 10 hours in duration.
- 28.3.4 There will be a break of at least 10 hours between consecutive shifts.
- 28.3.5 A Shiftworker may be rostered on any day of the 7 days of the week, provided that no more than 6 consecutive days will be worked.
- 28.3.6 A Shiftworker will work no more than 5 hours without a meal break of at least 30 minutes and not more than 60 minutes.
- 28.3.7 A Roster may only be altered on account of a contingency that the Line Manager could not have been reasonably expected to foresee.
- 28.3.8 If a shiftwork Roster is altered, the Shiftworker will be provided with a least 24 hours notice of a changed shift.
- 28.3.9 A Shiftworker will not be retained permanently on 1 shift unless the Staff Member so elects in writing and this is approved by their Line Manager.

28.4 Shiftwork Allowance Entitlements

- 28.4.1 A Shiftworker required to work an Afternoon Shift or Night Shift will be paid a shiftwork allowance in accordance with the following formula for each shift worked:

$$\frac{\text{Annual Salary}}{1} \times \frac{12}{313} \times \frac{1}{10} \times \frac{15}{100}$$

- 28.4.2 Rostered hours of work performed on weekends or University-observed public holidays will be paid at the rates in Table 1 below, in lieu of the shift allowance prescribed in Clause 28.4.1.

Table 1	
Working hours	Rate of pay
Weekends	Time and one half
Public Holidays	Double time and one half

- 28.4.3 Where rostered hours of work are performed on a University-observed public holiday, by agreement between the Shiftworker and their Line Manager, the Shiftworker may alternatively receive time and one half

for all hours worked and one hour of time off in lieu for each hour worked, to be taken within the following 12 months.

- 28.4.4 A Full-time Shiftworker whose normal rostered day off falls on a University-observed public holiday, as defined in Clause 51, *Public Holidays*, is entitled to an additional day's leave in lieu to be taken within the following 12 months.
- 28.4.5 A Full-time Shiftworker required to work hours in addition to their rostered shift, or on a rostered day off, will be paid Overtime in accordance with Clause 27, *Overtime*.
- 28.4.6 The notion of rostered day off does not apply to Part-time Shiftworkers.
- 28.4.7 A Shiftworker is entitled to leave entitlements in accordance with Clause 38, *Annual Leave*.

29 **Shiftwork – Security Staff**

29.1 For the purposes of this Clause 29 the following definitions will apply:

Continuous Shiftworker means a Staff Member who works over a 7 day per week work cycle and who works on shifts that operate continuously, 24 hours a day, for the days of the week, and who is regularly required to work on Sundays or public holidays or both.

Working Hours Framework means the total work pattern required to meet the University's operational security requirements.

Roster means the prescribed fortnightly working hours of an individual Shiftworker.

29.2 **Application**

The provisions of this Clause 29 apply only to security Staff Members engaged as Continuous Shiftworkers.

29.3 **Shiftwork Hours and Rosters**

- 29.3.1 A Continuous Shiftworker will work an average of 75 hours per fortnight provided that the maximum hours rostered in a fortnight will be no longer than 84 hours.
- 29.3.2 A shift will be continuous and will be no longer than 12 hours in duration.
- 29.3.3 There will be a break of at least 10 hours between consecutive shifts.
- 29.3.4 Other than in the case of an incident requiring their urgent attention, a Continuous Shiftworker will not be required to work more than 5 hours without receiving a paid meal break of 30 minutes. Meal breaks will be incorporated into a Continuous Shiftworker's Roster.

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- 29.3.5 A Continuous Shiftworker may be rostered on any of the 7 days of the week, provided that no more than 6 consecutive days will be rostered.
- 29.3.6 A Continuous Shiftworker may be rostered during any hour of the day or night.
- 29.3.7 Subject to the parameters set by management, all major changes to the Working Hours Framework will be effected by Line Managers through consultation with Staff Members in accordance with Clause 69, *Change Management and Consultation*. A Continuous Shiftworker will be provided with not less than 6 weeks notice of a new Working Hours Framework. Where Roster changes are made as a consequence of changes to the Working Hours Framework, shiftwork loading may be adjusted in accordance with Clause 29.4.
- 29.3.8 Security Staff Members who, as at the date of commencement of this Agreement, are working as per a Roster within the Working Hours Framework, will retain the loadings preserved in their contracts of employment until such time as the Working Hours Framework undergoes major change in accordance with Clause 29.3.7.
- 29.3.9 Within the Working Hours Framework, where a Roster is altered on account of a contingency that the Line Manager could not have been reasonably expected to foresee, a Continuous Shiftworker will be provided with at least 24 hours notice of a changed shift.
- 29.3.10A Continuous Shiftworker will not be retained permanently on 1 shift unless the Continuous Shiftworker so elects in writing and this is approved by their Line Manager.

29.4 Shiftwork Loading

- 29.4.1 A Continuous Shiftworker will, in addition to their normal salary, be paid an annualised shiftwork loading.
- 29.4.2 For the purposes of this Clause 29.4 the penalty rate multipliers in Table 1 below will apply:

Working Hours	Penalty rate multiplier
Day shift, Monday to Friday	1.000
Afternoon Shift or Night Shift, Monday to Friday	1.217
Weekend	1.500
Public holiday	2.500
Permanent Night Shift Monday to Friday	1.300

29.4.3 The minimum shiftwork loading will be calculated using the following formula:

$$\frac{A + B + C + D + E}{\text{Actual Hours Worked}}$$

29.4.4 In calculating this formula:

A	=	Day shift (M-F) working hours x penalty rate multiplier
B	=	Afternoon Shift /Night Shift (M-F) working hours x penalty rate multiplier
C	=	Weekend working hours x penalty rate multiplier
D	=	Public Holiday working hours x penalty rate multiplier
E	=	number of rostered days off that fall on Public Holidays x 8 hours
F	=	Permanent Night Shift Monday to Friday

29.4.5 The minimum shiftwork loading for a Continuous Shiftworker engaged on a permanent nightshift will be calculated using the following formula:

$$\frac{C + D + E + F}{\text{Actual Hours Worked}}$$

29.4.6 A Continuous Shiftworker will receive payment of the shiftwork loading during any period of paid leave, other than for the following purposes (as set out in Clause 40.1.5(a) and (c)):

- a) personal illness or injury; or
- b) providing their Immediate Family or Member of Household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.

29.4.7 A Continuous Shiftworker required to work hours in addition to their rostered shift, or on a rostered day off, will be paid Overtime in accordance with Clause 27, *Overtime*. The rate of pay for the purpose of calculating Overtime will include the shiftwork loading.

29.4.8 A Continuous Shiftworker will receive leave entitlements in accordance with Clause 38, *Annual Leave*.

SALARIES, ALLOWANCES AND OTHER REMUNERATION MATTERS

30 Salary and Increments

- 30.1 Schedule 1, *Staff Salaries* prescribes the minimum salary the University will pay a Staff Member at each position classification level at the University, other than a Staff Member employed within CE who will be paid a minimum salary by the University in accordance with Schedule 10, *Employment in Curtin English (CE)*.
- 30.2 Salary increases arising from this Agreement will be paid from the specified effective date in Table 1 below to Staff Members employed by the University at or after the date of commencement of this Agreement.

Table 1	
%	Effective Date
4	30 June 2013
4	30 June 2014
4	30 June 2015
4	30 June 2016

- 30.3 The dates for annual increments will be in accordance with Table 2 below:

Table 2	
Period of Appointment or Promotion	Annual Increment Date
1 December – 28/29 February	1 March
1 March – 31 May	1 June
1 June – 31 August	1 September
1 September – 30 November	1 December

- 30.4 The University is not required to produce and distribute hard copy payslips to Staff Members who have been provided with instruction on how to access electronic payslips and have been granted access to electronic payslips.
- 30.5 Where a Staff Member does not have access to electronic payslips, the University will make arrangements for the Staff Member to receive a hard copy payslip.

31 Supported Wage System

Schedule 3, *Supported Wage System*, defines the conditions which will apply to a Staff Member who, because of the effects of a disability, is eligible for a supported wage under the terms of this Agreement.

32 Allowances

If a Staff Member receives for a continuous period of 12 months any allowance provided for under Clauses 32 to 34, the Staff Member is entitled to receive that allowance during annual leave, unless otherwise specified in this Agreement.

32.1 Camping Allowance

- 32.1.1 A Staff Member who is required by the University to be stationed at a camp, or to camp out, is entitled to a camping allowance in accordance with Schedule 4(2), *Camping Allowance*, for each day or part day spent camping.
- 32.1.2 A camping allowance will not be paid in conjunction with a travelling allowance or transfer allowance prescribed in this Agreement.
- 32.1.3 If a Staff Member is required to camp out and is not provided with camping equipment by the University, they will be credited in advance for the cost of hiring such equipment, upon the production of an account or invoice, in addition to the camping allowance.

32.2 First Aid Allowance

- 32.2.1 For the purposes of this Clause 32.2, the following definition(s) apply:

Suitably Qualified Staff Member means a Staff Member holding a current statement of attainment that satisfies the National Training Requirement HLTF301C– Apply First Aid. This includes, but is not limited to, the successful completion of the senior first aid training courses - St John Ambulance Association or Australian Red Cross Society.

- 32.2.2 A Suitably Qualified Staff Member appointed by the University as a first aid officer is entitled to a first aid allowance payable in accordance with Schedule 4(4), *First Aid Allowance*.
- 32.2.3 The first aid allowance will be indexed in accordance with salary increases contained in this Agreement.
- 32.2.4 A Part-time Staff Member who is appointed as a first aid officer is entitled to this allowance proportionate to hours worked.

32.3 Health and Safety Representative Allowance

- 32.3.1 A health and safety representative is entitled to a health and safety representative allowance payable in accordance with Schedule 4(5), *Health and Safety Representative Allowance*.

32.3.2 Increases to the health and safety representative allowance will be indexed in accordance with salary increases contained in this Agreement.

32.3.3 A Part-time Staff Member who is appointed as a health and safety representative is entitled to this allowance proportionate to hours worked.

32.4 Locality Allowance

32.4.1 For the purposes of this Clause 32.4, the following definition(s) apply:

Dependant means:

- a) a Spouse; or
- b) if there is no Spouse - a child or any other relative resident within the state of Western Australia who rely on the Staff Member for financial support;

who does not receive a location allowance of any kind.

32.4.2 A Staff Member whose usual place of work is located outside the Perth metropolitan area and within the state of Western Australia is entitled to a locality allowance in accordance with Schedule 4(6), *Locality Allowance*.

32.4.3 If a Staff Member's usual place of work is at a location outside the Perth metropolitan area, other than those specified in Schedule 4(6), *Locality Allowance*, they will be paid the applicable District Allowance rate contained in:

- a) the *Public Service Award 1992* as amended from time to time; or else
- b) any alternative authorised document used to set District Allowance for the public sector.

32.4.4 A Staff Member with Dependant(s) is entitled to double the locality allowance prescribed in Schedule 4(6), *Locality Allowance*.

32.4.5 A Part-time Staff Member will be entitled to a locality allowance proportionate to hours worked.

32.4.6 A Staff Member will continue to receive a locality allowance during periods of approved paid leave.

32.4.7 If a Staff Member carries out their duties outside of their locality, payment of the locality allowance will continue if the Staff Member's Dependant(s) continue to reside in the locality.

32.4.8 A Staff Member who is required to temporarily reside outside of the Perth metropolitan area and within the state of Western Australia for a period of greater than 1 month is entitled to a locality allowance in

accordance with Schedule 4(6), *Locality Allowance*. The locality allowance will be paid in addition to any travelling allowance to which the Staff Member may be entitled.

32.4.9 Locality allowance rates prescribed in Schedule 4(6), *Locality Allowance* will be indexed in accordance with any increases to District Allowance rates as prescribed in the *Public Service Award 1992* as amended from time to time.

32.5 Motor Vehicle Allowance

32.5.1 For the purposes of this Clause 32.5 the following definition(s) apply:

Private Motor Vehicle means a motorcar, motorcycle, caravan or trailer.

32.5.2 A Staff Member who is authorised and agrees to use a Private Motor Vehicle on University business will be reimbursed expenses associated with such use of the Private Motor Vehicle in accordance with Schedule 4(7), *Motor Vehicle Allowance*.

32.5.3 For the purposes of Clause 32.5.2, a Staff Member will not be entitled to reimbursement for expenses in respect to the distance between the Staff Member's residence and usual place of work and the return distance between the usual place of work and their residence, except if Clause 32.5.4 applies.

32.5.4 A Professional and General Staff Member who is required to use a Private Motor Vehicle for University business as a consequence of being On-call in accordance with Clause 34.9, *On Call Allowance*, or is recalled to duty in accordance with Clause 27.7, *Recall to Duty*, will be reimbursed for expenses in respect to the distance between the Staff Member's residence and usual place of work and the return distance between the usual place of work and their residence.

32.5.5 The motor vehicle allowance rates contained in Schedule 4(7), *Motor Vehicle Allowance* will be indexed in accordance with increases to motor vehicle allowance rates prescribed in the *Public Service Award 1992* as amended from time to time.

32.6 Transfer Allowance

32.6.1 This Clause 32.6 will apply to a Staff Member who is transferred:

- a) from a Perth metropolitan campus of the University to a regional or interstate University campus, or vice versa; or
- b) between University regional centres; or
- c) between intra-state University campuses;

provided that no transfer allowance is payable if the Staff Member's residence is within a 50 km radius of the campus to which the Staff Member is transferred.

32.6.2 A Staff Member who is transferred solely at their own request must bear the whole cost of transfer unless otherwise determined by the University.

Transfer Allowance Entitlements

32.6.3 A Staff Member to whom this Clause 32.6 applies, is entitled to a transfer allowance in accordance with Table 1 of Schedule 4(9), *Transfer Allowance* for a period of 14 days from the date on which they arrive in the new location. The 14 day period will be extended by the number of days spent away from the new location as a consequence of travelling on University business.

32.6.4 A Staff Member to whom this Clause 32.6 applies who is placed into accommodation supplied by the University will not be entitled to a transfer allowance in accordance with Clause 32.6, except if entry into such accommodation is delayed due to circumstances beyond the control of the Staff Member.

32.6.5 If a Staff Member is able to show by the production of receipts or other evidence that an allowance payable under this Clause 32.6 would be insufficient to meet reasonable additional costs incurred by a Staff Member on transfer, an appropriate rate of reimbursement will be determined by the University.

Conveyancing Allowance Entitlements

32.6.6 A Staff Member to whom this Clause 32.6 applies will be reimbursed the following:

- a) the actual reasonable cost of conveyance of the Staff Member and Dependants;
- b) the actual cost (including insurance) of the conveyance of a Staff Member's household furniture effects and appliances up to a maximum volume of 25 cubic metres provided that a larger volume may be approved by the University in special cases;
- c) an allowance, payable in accordance with Table 2 of Schedule 4(9), *Transfer Allowance*, for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that a Staff Member is required to transport their furniture, effects and appliances. The allowance is payable provided that the University is satisfied that the dollar value (\$A) of household furniture, effects and appliances moved by the Staff Member is at least the dollar value as stated in Table 2 of Schedule 4(9), *Transfer Allowance*;
- d) either the full freight charges necessarily incurred in respect of the removal of a motor vehicle, or, if the Staff Member drives their motor vehicle to the transfer location, reimbursement for kilometres travelled in accordance with Schedule 83.7, *Motor Vehicle Allowance*.

Alternative reimbursement

32.6.7 If a Staff Member is able to show through production of receipts or other evidence that an allowance payable under this Clause 32.6 would be insufficient to meet reasonable transfer and conveyancing costs, an appropriate, alternative rate of reimbursement may be determined by the University.

Refunding of transfer and conveyancing expenses

32.6.8 Where the University has paid or reimbursed transfer and conveyancing expenses for a Staff Member in accordance with this Clause 32.6 and the Staff Member resigns within 2 years of the date of transfer, or before the expiry of a Fixed Term Appointment, the University may require the Staff Member to refund an appropriate portion of such transfer and conveyancing costs. If the University does require such repayment, the calculation will be based on the time worked as a percentage of the 2 years or fixed term period and applying this percentage to the costs incurred.

Indexation of Transfer Allowance

32.6.9 The allowance rates contained in Tables 1 and 2 of Schedule 4(9), *Transfer Allowance* will be indexed in accordance with increases to transfer allowance rates prescribed in the *Public Service Award 1992* as amended from time to time.

32.7 Travelling Allowance

Corporate Credit Card Entitlement

32.7.1 A Staff Member who travels on approved University business may be provided with a corporate credit card, subject to the terms and conditions of the credit card provider, which the Staff Member will use to pay for any reasonable accommodation expenses, meal and incidental expenses and other business related expenses they incur (the rates contained in Schedule 4(10) may be referred to as a guide). The Staff Member is not entitled to any per diem travelling allowance.

32.7.2 If a Staff Member who travels on University business is not provided with a corporate credit card, the Staff Member may request that a corporate credit card be provided. The University may refuse a Staff Member's request for use of a corporate credit card.

32.7.3 A Staff Member, who is offered a corporate credit card by the University, may refuse the use of the card and elect to travel on University business in accordance with Clause 32.7.4.

Travelling Allowance Entitlement

32.7.4 If a Staff Member who travels on approved University business is not provided with a corporate credit card, the University will determine an appropriate method of payment for reasonable business related expenses (refer Schedule 4(10) as a guide), including the following:

-
- a) payment of accommodation expenses in advance;
 - b) providing a cash advance;
 - c) through direct reimbursement of business-related expenses;
 - d) providing a debit card upon which the Staff Member will incur business related expenses;
 - e) a per diem travelling allowance in accordance with Schedule 4(10), *Travelling Allowance*, as payment for meals and incidental expenses. The per diem travelling allowance will be paid to the Staff Member prior to the travel.

Reimbursement of Other Travel Related Expenses

- 32.7.5 On production of an account or receipts, the University will pay or reimburse a Staff Member for reasonable additional costs associated with childcare or care of other Dependant(s) incurred as a consequence of University business travel.
- 32.7.6 On production of an account or receipts, the University will pay or reimburse a Staff Member for other additional travel-related costs which the University considers are reasonable.

Indexation of Travelling Allowance

- 32.7.7 The travelling allowance rates contained in Schedule 4(10), *Travelling Allowance* will apply until the rate is equal to or less than (whichever is first applicable) the local or national per diem rates in the applicable Australian Taxation Office Tax Determination, at which time the local or national per diem rates in the Australian Taxation Office Tax Determination as amended from time to time, will apply.
- 32.7.8 Notwithstanding Clause 32.7.7, a Staff Member may choose to receive the allowance at a lower rate in accordance with the local or national per diem rates in the applicable Australian Taxation Office Tax Determination, as amended from time to time.
- 32.7.9 The travelling allowance rates for overseas travel will be indexed to overseas per diem/travel rates in the applicable Australian Taxation Office Tax Determination, as amended from time to time.

33 Allowances (Academic Staff)

33.1 Head of School Allowance

A Head of School will be paid a superannuable allowance of 10% of the Level E Professorial rate as contained in Table 1 of Schedule 1, *Staff Salaries*.

34 Allowances (Professional and General Staff)

- 34.1 The allowances prescribed in this Clause 34 apply only to Professional and General Staff Members.

34.2 The rates prescribed in Schedule 5, *Allowances – Industry Trade Qualified Staff Members and Industry Assistants* and Schedule 6, *Allowances - Non-Trades Qualified Leading Hands* will be indexed in accordance with salary increases contained in this Agreement.

34.3 The University and the Unions will not seek further claims with regard to any industry trade allowances, unless otherwise provided, for the life of this Agreement.

34.4 Allowances – Industry Trade Qualified Staff Members

34.4.1 A Staff Member who has obtained an industry trade qualification and is required by the University to use the industry trade qualification in the course of their employment will be paid an Industry Trades Allowance in accordance with Table 1 of Schedule 5, *Allowances - Industry Trade Qualified Staff Members and Industry Assistants*.

34.4.2 If a Staff Member is eligible to be paid more than one level of allowance, only the highest level allowance will be paid. Allowances will not be cumulative.

34.4.3 The University will assess the appropriate allowance to be paid based upon outcome of work planning and performance review discussions. The assessment will also recognise attainment of additional relevant skills and qualifications and the University's requirement that the Staff Member use these skills and qualifications in the course of their employment at the University.

34.4.4 If skills and qualifications as prescribed in University guidelines are held by a Staff Member and are required by the University to be used in the course of their employment, progression beyond Industry Trades Allowance 1 will not be unreasonably withheld.

34.5 Allowances – Industry Assistants

34.5.1 A Staff Member who is employed as a Trades Technician (Assistant) will be paid an Engineering and Building Trades Assistant Allowance in accordance with Table 2 of Schedule 5, *Allowances - Industry Trade Qualified Staff Members and Industry Assistants*.

34.5.2 A Staff Member who is appointed as a Horticulturalist, but has not obtained a trade qualification Certificate III (Horticulture) or its successor, will be paid an Industry Assistants Allowance as per Table 2 of Schedule 5, *Allowances - Industry Trade Qualified Staff Members and Industry Assistants*.

34.5.3 A Staff Member who is designated a Janitor will be paid an Industry Assistants Allowance as per Table 2 of Schedule 5, *Allowances - Industry Trade Qualified Staff Members and Industry Assistants*.

34.5.4 A Staff Member under Clause 34.5.1 who:

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- a) holds skills or qualifications, or both, beyond those recognised as payable under Trades Allowance 1 as prescribed in University guidelines; and
 - b) is required by the University to utilise these skills or qualifications in the course of their employment;

will receive payment in accordance with Clause 34.8, *Higher Duties Allowance* for the period the Staff Member is required to utilise these skills or qualifications.

34.6 Allowances – Non-Trades Qualified Leading Hands

A non-trades qualified Staff Member required by the University to undertake leading hand duties will be paid the applicable allowance in accordance with Table 1 of Schedule 6, *Allowances – Non-Trades Qualified Leading Hands*.

34.7 Dirty Work Allowance

34.7.1 This Clause 34.7 does not apply to Academic Staff Members or to Professional and General Staff Members who are entitled to allowances in accordance with the following clauses:

- a) Clause 34.4, *Allowances – Industry Trade Qualified Staff Members*;
- b) Clause 34.5, *Allowances – Industry Assistants*;
- c) Clause 34.6, *Allowances – Non-Trades Qualified Leading Hands*.

34.7.2 A Professional and General Staff Member who engages in any dirty work, including moving or sorting books and documents, which is not part of their regular work duties, is entitled to a dirty work allowance in accordance with Schedule 4(3), *Dirty Work Allowance*.

34.8 Higher Duties Allowance

34.8.1 A Professional and General Staff Member who is required by the University to act in a higher classified position for a period of 5 consecutive days or more will be paid a higher duties allowance.

34.8.2 A Professional and General Staff Member within the trades workforce who is required by the University to act in a higher classified position is entitled to a higher duties allowance, irrespective of the period of time that they act in the position.

34.8.3 A higher duties allowance will be the difference between the Staff Member's salary and the salary of the higher classified position.

34.8.4 If the Staff Member does not perform the full duties of the higher classified position, or the position is performed by more than 1 Staff Member, the Staff Member is entitled to a higher duties allowance proportionate to the percentage of the duties of the position performed.

34.8.5 If the Staff Member is required to act in a higher classified position for an extended, continuous period they will be entitled to annual salary increments.

34.8.6 The Staff Member acting in a higher classified position will continue to receive higher duties allowance during periods of leave, provided that the period of leave taken has been accrued during the acting period.

34.9 On-call Allowance

34.9.1 For the purposes of this Clause 34.9, the following definition(s) will apply:

On-call means the directed requirement for a Staff Member to be immediately contactable by phone and ready to Return to Duty outside of their ordinary hours of work.

Return to Duty means work duties performed as a consequence of being On-call at or outside the usual place where the Staff Member performs his or her ordinary hours of work.

34.9.2 A Staff Member who is On-call will be paid an On-call allowance in accordance with Schedule 4(8), *On-call Allowance*.

34.9.3 A Staff Member who is On-call on a University-observed public holiday prescribed in Clause 51, *Public Holidays* will be paid an On-call allowance in accordance with Schedule 4(8), *On-call Allowance*.

34.9.4 On-call allowances will be indexed in accordance with salary increases contained in this Agreement.

34.9.5 Subject to Clause 34.9.7, if a Staff Member is recalled to duty on campus or at a remote location they will receive payment for hours worked in accordance with Clause 27, *Overtime*, provided that the minimum period for which Overtime will be paid will be 2 hours. A Part-time Staff Member who is recalled to duty will receive the Overtime payment for hours worked in excess of their ordinary hours of work.

34.9.6 Time spent travelling to and from the place at which the work duties are performed will be considered hours worked for the purposes of Overtime calculations in accordance with Clause 27, *Overtime*.

34.9.7 A Staff Member who is On-call is entitled to Overtime payment for Return to Duty hours worked, irrespective of restrictions to Overtime prescribed in Clause 27, *Overtime*.

34.9.8 On-call allowance will continue to be paid during any period during which a Staff Member is recalled to duty and receives Overtime payments as a consequence of being On-call.

34.9.9 A Staff Member who is On-call will be provided with:

- a) a mobile telephone or reimbursement of work-related telephone expenses; and

b) reimbursement of work-related internet expenses.

34.9.10 Line Managers will reasonably consult with Staff Members regarding On-call rosters.

35 Superannuation

35.1 Contributions to a new or current Staff Member's superannuation fund will be made by the Staff Member and the University at the contribution rates prescribed in Table 1 below as follows:

Table 1		
Employment Status	Contribution to UniSuper Fund Administrator	
	Employee contribution	Employer contribution
Continuing Staff Member on a 50% or more service fraction	0 - 7 %	17% inclusive of Government Superannuation Guarantee (GSG) amount
Continuing Staff Member on less than a 50% service fraction		GSG amount
Fixed term Staff Member on a 50% or more service fraction and the term of the contract is 2 years or more	0 - 7 %	17% inclusive of GSG amount
Fixed term Staff Member on less than 50% service fraction and the term of the contract is 2 years or more		GSG amount
Fixed term Staff Member if the term of the contract is less than 2 years		GSG amount
Casual Staff Member		GSG amount
Research-only Staff Member		Refer Clause 35.6.1
Ongoing Sessional Fellow (OSF)		Refer Clause 35.6.2
Staff Member on Curtin Research Contract		Refer Clause 35.6.3

35.2 At the date of commencement of this Agreement the Government Superannuation Guarantee rate is 9%.

35.3 The University will, where practicable, enable a Casual Staff Member to sacrifice all or part of their salary into the Staff Member's superannuation fund.

35.4 Notwithstanding the foregoing subclauses of this Clause 35, *Superannuation* the University may exercise its options under UniSuper's flexibility quota in respect of 5% of Staff Members eligible for the 17% employer contribution with regard to the amount of employer contribution and fund for the receipt of the applicable contribution in accordance with UniSuper's rules and arrangements.

35.5 Existing Membership of Other Super Funds

- 35.5.1 Membership of GESB Fund will be maintained for existing contributing members upon appointment to the University, irrespective of term of contract (except for Casual Staff Members).
- 35.5.2 Member contributions range from 3% to 7% and the employer contribution is 2.7 times the member contribution at the date of commencement of this Agreement. This is subject to change in accordance with the State Superannuation Act (WA) 2000.
- 35.5.3 WestState Scheme membership is maintained for Staff Members that were employed at the Kalgoorlie College and existing members of the scheme as at 13 November 1996.

35.6 Superannuation Entitlement for Specific Groups of Staff

Research-only Staff Members

- 35.6.1 A Staff Member will be entitled to 17% employer contribution (inclusive of GSG amount) to UniSuper Fund Administrator if the Staff Member:
- is appointed to a position on a research-only contract of 50% or more service fraction for 2 years or more; or
 - has been continuously employed at the University for a total of 2 years on a Fixed Term Appointment contract, and is appointed for a further period of employment to a research-only contract of 50% or more service fraction, in which case, the entitlement will commence as of the date of the further appointment.

Ongoing Sessional Fellows (OSF)

- 35.6.2 An OSF will be entitled to superannuation contributions to UniSuper Fund Administrator of the SGC amount from the date of commencement of their OSF appointment. After serving two years Continuous Service, an OSF appointed on a 50% or more service fraction will be entitled to superannuation contributions to UniSuper Fund Administrator of 17% employer contribution (inclusive of GSG amount).

Staff Members Appointed on Curtin Research Contracts

- 35.6.3 A Staff Member appointed on a Curtin Research Contract of 50% or more service fraction will be entitled to superannuation contributions to UniSuper Fund Administrator of 17% employer contribution (inclusive of GSG amount) from the date of commencement of their Curtin Research Contract, irrespective of the length of contract.

36 Repayment on Early Resignation

- 36.1 A Staff Member may be required to refund an appropriate proportion of any payment made to, or on behalf of, the Staff Member for relocation to a University campus if:

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- a) the allowance is in respect of expenses or allowances associated with the appointment; and
 - b) the Staff Member resigns:
 - i) in the first 2 years from the date of employment; or
 - ii) before the expiry of a Fixed Term Appointment.

36.2 If the University requires a refund, the calculation will be based on the time worked as a percentage of the 2 years or Fixed Term Appointment period and applying this percentage to the costs incurred.

37 Recovery of Outstanding Debts

The University may recover any outstanding debt notified in writing to the Staff Member, subject to the following:

- a) the University will normally recover salary over-payment(s) by salary deduction(s);
- b) no deduction from salary or final remuneration payment will be made without reasonable written notice to the Staff Member;
- c) the University will include in the notice, reasonable options for repayment which will include, except where (d) applies, a periodical repayment schedule which allows the Staff Member's financial circumstances to be considered. The Staff Member must elect a repayment option;
- d) the University may deduct any outstanding debt from the Staff Member's final remuneration payment upon cessation of employment with the University, unless otherwise agreed between the Staff Member and the University.

LEAVE AND OTHER ABSENCES FROM WORK

38 Annual Leave

38.1 Definitions

For the purposes of this Clause 38 the following definition(s) apply:

Accrued Annual Leave means accumulated annual leave that has not been taken by the Staff Member.

Excess Accrued Annual Leave means annual leave accrued in previous calendar years in excess of 300 hours (40 days).

38.2 Annual Leave Entitlement

- 38.2.1 The provisions of this Clause 38 do not apply to Casual Staff Members.
- 38.2.2 A Full-time Staff Member is entitled to 150 hours (20 days) of annual leave on Full Pay each calendar year. Annual leave will accrue on a daily basis during periods of Continuous Service.
- 38.2.3 A Shiftworker or Continuous Shiftworker who is required to undertake shiftwork on Sundays or Public Holidays, or both, is entitled to an additional 37.5 hours (5 days) of annual leave each calendar year.
- 38.2.4 All Staff Members on Continuing Appointments are entitled to access 150 hours (20 days) annual leave in advance from 1 January of each year.
- 38.2.5 A Part-time Staff Member is entitled to annual leave proportionate to hours worked.
- 38.2.6 Annual leave may be taken in minimum periods of 3.75 hours (½ day).
- 38.2.7 If the period during which a Staff Member takes annual leave includes a University-observed public holiday prescribed in Clause 51, *Public Holidays*, the Staff Member is entitled to the public holiday and will not be on annual leave.
- 38.2.8 Subject to the approval of their Line Manager, a Staff Member may take:
- a) Accrued Annual Leave; or
 - b) up to 150 hours (20 days) of annual leave in advance; or
 - c) both.
- 38.2.9 A Line Manager will not unreasonably refuse a Staff Member's application for annual leave made in accordance with Clause 38.2.8.

38.2.10A Staff Member's entitlement to annual leave will not be affected by the Staff Member taking any other approved leave except for LWOP in excess of 10 consecutive working days.

38.3 Annual Leave Loading

38.3.1 Annual leave loading will be paid at a rate of 17.5% of a Staff Member's Ordinary Rate of Pay paid during the leave period, up to the limit of payment equal to the Australian Statistician's average weekly earnings for all males (Australia) for the preceding August quarter.

38.3.2 Annual leave loading will be paid on a maximum of 150 hours (20 days) of annual leave.

38.3.3 A Part-time Staff Member is entitled to annual leave loading proportionate to hours worked.

38.3.4 Annual leave loading will be paid in November/December each year, or on cessation of employment of a Staff Member. Alternatively, a Staff Member may elect to take an additional 26.25 hours (3.5 days) leave in lieu of leave loading.

38.3.5 Leave in lieu of leave loading will accrue on 1 December in the year of election, is not cumulative, and is to be taken before 1 March in the following year.

38.4 Cessation of Employment

38.4.1 On cessation of employment a Staff Member will be paid out any Accrued Annual Leave and annual leave loading that has not been paid or taken.

38.4.2 A Staff Member who has been permitted to take annual leave and who ceases employment before completing the required Continuous Service to accrue the leave must refund the value of the unaccrued annual leave. The value of the unaccrued annual leave will be a salary overpayment and will be recovered in accordance with Clause 37, *Recovery of Outstanding Debts*.

38.5 Direction to take Excess Accrued Annual Leave

38.5.1 If a Staff Member has Excess Accrued Annual Leave, the University may direct the Staff Member to clear within 12 months up to 150 hours (20 days) of the Excess Accrued Annual Leave, unless there are mitigating circumstances that restrict the taking of annual leave within this period.

38.5.2 Where a Staff Member is directed to clear Excess Accrued Annual Leave in accordance with Clause 38.5.1 the time of taking leave will be determined by:

- a) agreement between the Line Manager and the Staff Member, taking into account operational requirements and any mitigating circumstances raised by the Staff Member; or

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- b) the University may determine the time of taking leave, if no other date is agreed between the Line Manager and the Staff Member, by giving the Staff Member 6 months' written notice of the required time for taking leave.

38.6 Annual Leave Travel Entitlements

A Staff Member employed at Kalgoorlie or Esperance who travels to Perth during annual leave is entitled to 15 hours (2 days) of additional annual leave per annum.

38.7 Cashing out of Annual Leave

- 38.7.1 A Staff Member may make written application to cash out Accrued Annual Leave in excess of 187.5 hours (25 days). Such an application is subject to the approval of the Director, Human Resources, who will take into consideration the Staff Member's leave history.
- 38.7.2 The Director, Human Resources will not approve a further application for cashing out of Accrued Annual Leave unless the Staff Member has taken a period of at least 20 days annual leave within the previous 12 months.
- 38.7.3 A Staff Member will be paid the full amount that would have been payable had the Staff Member taken the annual leave.

39 Long Service Leave (LSL)

39.1 Entitlement to Long Service Leave (LSL)

- 39.1.1 A Full-time Staff Member's accrued LSL entitlement is 487.5 hours (65 days) of LSL at the date of each qualifying period.
- 39.1.2 A Professional and General Staff Member who commenced at the University on or before 19 April 1994 will accrue LSL on completion of 7 years Continuous Service (including any recognition of prior service) and after each subsequent period of 7 years Continuous Service.
- 39.1.3 An Academic Staff Member who commenced at the University on or before 23 April 1998 will accrue LSL on completion of 7 years Continuous Service (including any recognition of prior service) and after each subsequent period of 7 years Continuous Service.
- 39.1.4 All other Staff Members will accrue LSL on completion of 10 years Continuous Service (including any recognition of prior service) and after each subsequent period of 7 years Continuous Service.
- 39.1.5 A Staff Member accumulates, but does not accrue, their LSL on a daily basis at the rate prescribed in Clause 39.1.2, Clause 39.1.3 or Clause 39.1.4, as appropriate.
- 39.1.6 A Part-time Staff Member has the same entitlement as Full-time Staff Members, with their entitlement calculated on a proportionate basis

according to any variations to their ordinary working hours during the accrual period.

39.2 Access to Long Service Leave on a Pro-rata basis

39.2.1 The University will grant a Staff Member early access to LSL on a pro-rata basis, subject to the provisions of this Clause 39, if the Staff Member:

- a) has at least 7 years of Continuous Service at the University (including recognition of prior service), but is yet to complete their first qualifying period of LSL; or
- b) has Continuous Service with the University beyond any qualifying period, but is yet to complete their further qualifying period.

39.2.2 A Staff Member's entitlement to LSL will reduce proportionate to any amount the Staff Member has accessed on a pro-rata basis.

39.3 Taking of Long Service Leave

39.3.1 A Staff Member who has completed an initial 7 years Continuous Service may take any or all of their accumulated LSL or accrued LSL or both as prescribed in Clause 39.1.5 and Clause 39.1.1 respectively, at a time of their choosing, subject to:

- a) approval of their Line Manager; or
- b) the Staff Member giving at least 6 months' written notice of such leave to their Line Manager.

39.3.2 LSL may be taken in minimum periods of 1 day.

39.3.3 A Staff Member may apply to take LSL for double the period on half pay or half the period on double pay.

39.3.4 LSL will count as Continuous Service for the purposes of this Agreement, however where LSL is taken on half pay or double pay, the period of leave that counts as Continuous Service will be the equivalent time value of the leave at Full Pay.

39.3.5 If the period during which a Staff Member takes LSL includes a University-observed public holiday prescribed in Clause 51, *Public Holidays*, the Staff Member is entitled to the public holiday and will not be on LSL.

39.3.6 A Staff Member will not engage in any employment for reward during any period when they are on LSL.

39.4 Recognition of Prior Service

For the purpose of calculating LSL, the University will recognise a Staff Member's service for which an LSL entitlement has not been paid at:

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- a) other tertiary institutions and the State and Commonwealth public sectors, provided that there is no Break in Service between the Staff Member's preceding employment and their appointment to the University; and
 - b) any other organisation which accepts reciprocal arrangements with the University.

39.5 Cashing Out Long Service Leave

- 39.5.1 Subject to the approval of the Director, Human Resources, a Staff Member may cash out accrued LSL, provided that the Staff Member retains 487.5 hours (65 days) of accrued LSL.
- 39.5.2 The Director, Human Resources may approve the cashing out with retention of a lesser amount of accrued LSL, subject to exceptional circumstances only.

39.6 Requirement to take Accrued Long Service Leave

- 39.6.1 A Staff Member will take any accrued LSL within 3 years of it being accrued, subject to the provisions of this Clause 39.
- 39.6.2 In exceptional circumstances, if operational requirements have prevented a Staff Member from taking their accrued LSL as prescribed in Clause 39.6.1, the Director, Human Resources may approve an application for extension of the period during which the accrued LSL must be taken, provided that the period of the extension cannot exceed 1 year and the leave will be taken at the time of a Staff Member's choosing.
- 39.6.3 If a Staff Member does not take accrued LSL within 3 years as prescribed in Clause 39.6.1, and has not been granted an extension under Clause 39.6.2, the University may direct the Staff Member to take some or all of that accrued LSL.
- 39.6.4 Where a Staff Member is directed to take that accrued LSL in accordance with Clause 39.6.3 the time of taking leave will be determined by:
 - a) agreement between the Line Manager and the Staff Member;
 - b) the Staff Member giving their Line Manager at least 6 months written notice of the time of taking leave; or
 - c) if neither Clause 39.6.4(a) nor (b) has occurred within 10 working days of the direction to take the accrued LSL, the University may determine the time of taking leave, by giving the Staff Member 6 months written notice of the required time for taking leave.
- 39.6.5 In endeavouring to reach agreement in accordance with Clause 39.6.4(a), the Line Manager and the Staff Member will take into account:
 - a) operational requirements;

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- b) any mitigating circumstances raised by the Staff Member; and
 - c) the transitional arrangements which may have applied to the Staff Member under Schedule 6(2) of the *Curtin University of Technology Academic Staff Enterprise Agreement 2009-2012* or Schedule 7(1) of the *Curtin University of Technology General Staff Enterprise Agreement 2009-2012*, as applicable.

39.7 Long Service Leave and Ceasing Accrual for Pre-retirement Arrangements

Provisions relating to LSL for Staff Members who have entered into a pre-retirement arrangement with the University are prescribed in Clause 78.6, *Pre-Retirement Arrangement Options*.

39.8 Paying out Long Service Leave on Cessation of Employment

- 39.8.1 On cessation of employment, unless otherwise instructed by the Staff Member, the University will pay the Staff Member as part of their cessation payment:
 - a) LSL entitlement accrued on completion of any qualifying period; and
 - b) LSL accumulated in accordance with Clause 39.1.5, subject to the Staff Member having completed an initial 7 years Continuous Service (including any recognition of prior service).
- 39.8.2 Where a Professional and General Staff Member is terminated at the initiation of the University in accordance with Clause 73, *Management of Unsatisfactory Work Performance* or Clause 74 *Misconduct or Serious Misconduct* Clause 39.8.1(b) will not apply.
- 39.8.3 Where an Academic Staff Member is terminated at the initiation of the University in accordance with Clause 74, *Misconduct or Serious Misconduct* Clause 39.8.1(b) will not apply.
- 39.8.4 Notwithstanding Clause 39.8.1, a Staff Member who resigns on the grounds of ill-health, or who has reached their superannuation preservation age and is leaving the workforce, or whose position is made Redundant, or who dies, will be entitled to payment of both accrued and accumulated LSL proportionate to their years of Continuous Service.

39.9 Long Service Leave and Parental Leave

A Staff Member who has returned from parental leave and is consequently working Part-time hours that are less than their normal work hours, may utilise accrued LSL or pro-rata LSL, or both, to cover the differential in their working hours.

40 Personal and Carer's Leave

40.1 Personal Leave Entitlement

- 40.1.1 A Casual Staff Member is not entitled to Personal Leave.
- 40.1.2 A Full-time Staff Member is entitled to 105 hours (14 days) of Personal Leave on Full Pay for each year of Continuous Service. Personal Leave will accrue on a daily basis during periods of Continuous Service and any unused Personal Leave will accumulate from year to year.
- 40.1.3 All Staff Members on Continuing Appointments are entitled to access up to 105 hours (14 days) Personal Leave in advance from 1 January of each year.
- 40.1.4 A Part-time Staff Member is entitled to Personal Leave proportionate to hours worked.
- 40.1.5 A Staff Member may take Personal Leave for any of the following absences:
- a) where the Staff Member is unfit for work due to personal illness or injury;
 - b) to attend an appointment with a registered health professional;
 - c) to provide the Staff Member's Immediate Family or Member of Household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person;
 - d) to attend to matters of a personal and pressing nature that require immediate attention;
 - e) to attend ceremonial or cultural events to comply with traditional customs and laws.
- 40.1.6 Personal Leave absences for reasons prescribed in Clause 40.1.5(d) will not exceed 37.5 hours (5 days) in a calendar year.
- 40.1.7 Personal Leave absences for reasons prescribed in Clause 40.1.5(e) will not exceed 37.5 hours (5 days) in a calendar year, and the Staff Member will make every reasonable effort to gain prior approval from the Line Manager.
- 40.1.8 Personal Leave may be taken in minimum periods of 1 hour.
- 40.1.9 If the period during which a Staff Member is on Personal Leave includes a University-observed public holiday prescribed in Clause 51, *Public Holidays*, the Staff Member is entitled to the public holiday and will not be on Personal Leave.
- 40.1.10 The University may grant a Staff Member's application to have accrued Personal Leave entitlements paid out in a lump sum if:

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- a) the Staff Member:
 - i) is diagnosed as having a terminal illness; or
 - ii) has applied to resign on the grounds of ill-health; and
 - b) the Staff Member provides the University with a medical certificate to support the diagnosis or application for ill-health retirement; and
 - c) the Staff Member has considered the implications of this payment on any other benefit they may be receiving.

40.2 Unpaid Carer's Leave Entitlement

- 40.2.1 A Casual Staff Member is entitled to unpaid carer's leave.
- 40.2.2 A Staff Member may take 15 hours (2 days) of unpaid carer's leave for each occasion if a Staff Member's Immediate Family or Member of Household requires care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.
- 40.2.3 A Staff Member will only take unpaid carer's leave if their paid Personal Leave is exhausted.
- 40.2.4 A Staff Member may take unpaid carer's leave as prescribed in Clause 40.2.2 as:
 - a) consecutive days; or
 - b) separate periods as agreed between the Staff Member and their Line Manager;totalling 2 days for each occasion.

40.3 Staff Member Obligations When Taking Personal Leave or Unpaid Carer's Leave

- 40.3.1 A Staff Member who is absent on:
 - a) Personal Leave for reasons prescribed in Clause 40.1.5(a), (b) and (c); or
 - b) unpaid carer's leave for reasons prescribed in Clause 40.2.2;will, as soon as practicable, notify their Line Manager of their absence and in the case of ongoing absence, keep their Line Manager informed of the continued requirement for leave.
- 40.3.2 Subject to Clause 40.3.1, a Staff Member who is absent on Personal Leave or unpaid carer's leave for reasons prescribed in Clauses 40.1.5(a), (b), (c) or 40.2.2 will, as soon as practicable following their return to work submit a leave application covering the period of their absence.

40.3.3 Where a Staff Member takes Personal Leave for reasons prescribed in Clauses 40.1.5(a), (b) or (c) for:

- a) 3 or more consecutive days; or
- b) more than 7 days in total in a calendar year;

they will provide the University with a certificate from a registered healthcare provider to support their absence. Where provision of such a certificate is not practicable, the Staff Member will provide the University with a statutory declaration confirming the reason for their absence.

40.3.4 If a Staff Member does not fulfil the requirements of this Clause 40.3 they will be considered to have taken unauthorised leave.

40.4 Return to Work after Extended Personal Leave

40.4.1 Where a Staff Member:

- a) has been absent from work on Personal Leave for reasons prescribed in Clause 40.1.5(a) for a period in excess of 20 consecutive working days, or for a period of 20 working days within a period of 6 consecutive months; and
- b) is neither under the care of a registered medical specialist nor has been referred to a registered medical specialist:
 - i) the University may for the purpose of assisting that Staff Member's return to work, require the Staff Member to provide, at the University's expense, a clearance to return to work from a registered medical specialist of the Staff Member's own choosing; and
 - ii) prior to the Staff Member returning to their work area, a return to work program will be negotiated as necessary between the Staff Member and their Union/Nominated Representative, and the Line Manager. Any negotiated return to work program will be approved by an injury management professional and the Director, Human Resources or Associate Director(s) (Human Resources).

40.4.2 If a Staff Member seeks a return to work program, this may be negotiated as necessary between the Staff Member and their Union/Nominated Representative, and the Line Manager. Any negotiated return to work program will be approved by an injury management professional and the Director, Human Resources or Associate Director(s) (Human Resources).

40.5 Staff Member's Illness or Injury during Annual Leave or Long Service Leave

If a Staff Member is ill or injured during a period of annual leave or LSL and the Staff Member provides medical evidence to that effect, the University will substitute the annual leave or LSL with Personal Leave for the equivalent period.

40.6 Special Personal Leave

In exceptional circumstances, if a Staff Member has exhausted all accrued Personal Leave, they may be granted paid special Personal Leave at the discretion of the Director, Human Resources.

41 Compassionate Leave

41.1 Paid Compassionate Leave Entitlement

41.1.1 A Staff Member may take 22.5 hours (3 days) of compassionate leave on Full Pay for each occasion when the Staff Member's Immediate Family or Member of Household:

- a) contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
- b) dies.

41.1.2 A Staff Member may take compassionate leave for a particular occasion as prescribed in Clause 41.1.1 as a single continuous period or as separate periods totalling 22.5 hours, as agreed between the Staff Member and their Line Manager.

41.1.3 If a Staff Member has fully utilised their compassionate leave entitlement as prescribed in Clause 41.1.1, they may be entitled to access Personal Leave as prescribed in Clause 40, *Personal and Carer's Leave*.

41.1.4 This Clause 41.1 does not apply to Casual Staff Members.

41.2 Unpaid Compassionate Leave Entitlement

41.2.1 All Staff Members, including Casual Staff Members, will be entitled to unpaid compassionate leave subject to the provisions of Clause 41.3.

41.2.2 Casual Staff Members will be entitled to 22.5 hours (3 days) unpaid compassionate leave for each occasion when the Staff Member's Immediate Family or Member of Household:

- a) contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
- b) dies.

41.2.3 A Casual Staff Member may take compassionate leave for a particular occasion as prescribed in Clause 41.2.2 as a single continuous period or as separate periods totalling 22.5 hours (3 days), as agreed between the Staff Member and their Line Manager.

41.3 Staff Member obligations when taking Compassionate Leave

- 41.3.1 A Staff Member who is absent on compassionate leave will, as soon as practicable, notify their Line Manager of the absence and keep their Line Manager informed of any continued requirement for leave.
- 41.3.2 A Staff Member who is absent on compassionate leave for reasons prescribed in Clause 41.1.1 or 41.2.2 will, as soon as practicable, submit a leave application covering the period of their absence.
- 41.3.3 The University may require the Staff Member to provide reasonable evidence of the need to take compassionate leave.

42 Parental Leave

42.1 For the purposes of this Clause 42, the following definition(s) will apply:

Birth Mother means a Staff Member who gives birth to the child.

Partner means a person who is a Spouse of the person who gives birth to the child, or who is a custodial parent of the child.

Primary Caregiver means the person who will assume the principal role for the care and attention of the child.

42.2 Unpaid Parental Leave Entitlement

42.2.1 A Staff Member is entitled to up to 52 weeks of unpaid parental leave in association with:

- a) the birth of a child to the Staff Member, or the Staff Member's Partner or Immediate Family or Member of Household; or
- b) the placement of a child, aged 16 years or younger, for adoption with the Staff Member, their Partner or their Immediate Family or Member of Household;

provided that the Staff Member is, or will be, the child's Primary Caregiver.

42.2.2 A Casual Staff Member is entitled to unpaid parental leave in accordance with Clause 42.2.1, but is not entitled to paid parental leave.

42.3 Paid Parental Leave Entitlement

42.3.1 A Part-time Staff Member is entitled to paid parental leave in accordance with Clause 42.3 proportionate to hours worked.

Paid Parental Leave for Birth Mother (up to 26 weeks)

42.3.2 A Birth Mother is entitled to up to 26 weeks of paid parental leave in association with the birth of her child, subject to:

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- a) 12 months Continuous Service immediately prior to commencement of the parental leave; and
 - b) the Staff Member being the child's Primary Caregiver for the duration of the parental leave.

Paid Parental Leave for Partner / Immediate Family / Member of Household (up to 14 weeks)

42.3.3 A Staff Member who is either a Partner or Immediate Family or Member of Household is entitled to up to 14 weeks of paid parental leave in association with the birth of a child, subject to:

- a) 12 months' Continuous Service immediately prior to commencement of the leave; and
- b) the Staff Member being the child's Primary Caregiver for the duration of the leave.

42.3.4 Where the Partner or Immediate Family or Member of Household is the Primary Caregiver on a Part-time basis during the paid parental leave they may take the leave period on separate days totalling 14 weeks instead of within the single continuous period. Such arrangement will be as agreed between the Partner or Immediate Family Member of Household and their Line Manager.

Paid Parental Leave for Adoption-related Purposes (up to either 26 weeks or 14 weeks)

42.3.5 A Staff Member is entitled to up to 26 weeks of paid parental leave in association with the placement for adoption with the Staff Member of a child, aged 5 years or younger, subject to:

- a) the responsibility for the care of the child commences immediately upon the placement of the child;
- b) 12 months' Full-time Continuous Service immediately prior to commencement of the leave; and
- c) the Staff Member being the child's Primary Caregiver for the duration of the leave.

42.3.6 A Staff Member is entitled to up to 14 weeks of paid parental leave in association with the placement for adoption with the Staff Member of a child aged 5 years or younger subject to:

- a) The Staff Member's Partner or Immediate Family or Member of Household had responsibility for the care of the child for the period between the day of placement of the child and the start date of the leave;
- b) 12 months' Continuous Service immediately prior to commencement of the leave; and

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- c) the Staff Member being the child's Primary Caregiver for the duration of the leave.

42.4 Parental Leave for Partners (Non-Primary Caregiver)

- 42.4.1 A Staff Member is entitled to 112.5 hours (15 days) paid parental leave to be taken in a single continuous period at the time of birth of a child to their Partner, or the placement of a child for adoption with the Staff Member, or the Staff Member's Partner, where the Staff Member is not the Primary Caregiver.
- 42.4.2 A Part-time Staff Member is entitled to the paid parental leave entitlement at Clause 42.4.1 proportionate to hours worked.
- 42.4.3 A Staff Member is entitled to request up to 5 weeks unpaid parental leave which, if approved, is to be taken concurrently with any paid parental leave granted in accordance with Clause 42.4.1 or 42.4.2.
- 42.4.4 Where a Staff Member takes paid parental leave in accordance with this Clause 42.4 and at a later date takes paid parental leave as a Primary Caregiver in accordance with Clause 42.3, the total period of these two leave entitlements will not exceed 14 weeks.

42.5 Parental Leave – General Provisions

- 42.5.1 Where a Staff Member has worked varied hours preceding paid parental leave, their parental leave entitlement will be based on the average hours worked in the 12 months immediately prior to commencement of the leave.
- 42.5.2 Notwithstanding Clause 42.5.1, if a Staff Member temporarily works less than their ordinary hours of work (Full-time or Part-time as applicable) during their pregnancy in accordance with Clause 42.9, *Part Time Work Prior to Parental Leave*, paid parental leave entitlements will be based on the Staff Member's ordinary hours of work.
- 42.5.3 A Staff Member on a Fixed Term Appointment will be entitled to unpaid and paid parental leave in accordance with this Clause 42, however the period of parental leave will not extend beyond the term of the Fixed Term Appointment.
- 42.5.4 Subject to Clauses 42.4.1 and 42.4.2, if two Staff Members who are Partners or Immediate Family or Members of Household are both entitled to paid parental leave in relation to the birth or placement for adoption of a child in accordance with Clause 42.3, *Paid Parental Leave Entitlement*, they will be entitled to combine the paid parental leave entitlements, provided that the entitlements cannot be taken concurrently.
- 42.5.5 Subject to Clause 42.5, paid parental leave may be taken in conjunction with any period of unpaid parental leave provided for in Clause 42.2, *Unpaid Parental Leave Entitlement*, provided that the maximum period of absence on paid or unpaid parental leave will not exceed 52 weeks.

42.5.6 A Staff Member must take parental leave in a single continuous period, provided that:

- a) a Staff Member who takes parental leave in accordance with Clauses 42.2 and 42.3 may apply to take this leave intermittently within the single continuous period to accord only with the days upon which the Staff Member is the child's Primary Caregiver (such as in the case of Clause 42.3.4); and
- b) paid parental leave and any other paid leave which the Staff Member is taking concurrently with the paid parental leave is taken prior to taking of any unpaid parental leave.

42.5.7 Where less than the full entitlement of paid or unpaid parental leave is taken, the unused portion of the leave cannot be preserved.

42.5.8 Where a University-observed public holiday falls during a period of paid parental leave, the University-observed public holiday will be part of the leave and no days in lieu will be granted.

42.6 Recognition of Service and Parental Leave

42.6.1 Paid parental leave will count as Continuous Service for the purposes of this Agreement.

42.6.2 Notwithstanding Clause 42.6.1, where paid parental leave is taken on half pay, the period of leave that counts as Continuous Service will be the equivalent time value of the leave at Full Pay.

42.6.3 Unpaid parental leave of more than 10 days will not count as Continuous Service for the purposes of this Agreement, but will not constitute a Break in Service.

42.6.4 If a Staff Member has already served 24 months or more of Continuous Service with the University, any period of approved unpaid leave of up to 13 weeks will count toward the 12 months Continuous Service required for the purposes of Clauses 42.3.2(a) and 42.3.3(a).

42.6.5 A Staff Member to whom Clause 42.3.2 applies, will have any period of unpaid parental leave count toward a completed year of service for the purposes of Clause 70, *Redeployment and Redundancy (Professional and General Staff)* or Clause 71, *Redeployment and Redundancy (Academic Staff)* as applicable.

42.7 Personal Leave Prior to Parental Leave

42.7.1 Prior to the commencement of parental leave, a Staff Member may access Personal Leave in accordance with Clause 40, *Personal and Carers Leave* for the following purposes:

- a) in the case of a pregnant Staff Member:
 - i) to attend antenatal appointments with a registered medical practitioner or health care service; or

ii) in relation to illness or pregnancy-related medical issues or procedures;

b) in the case of an adoptive parent, to attend compulsory interviews and other essential appointments related to the placement for adoption.

42.7.2 Where a Staff Member's Personal Leave entitlement has been exhausted and they require leave for the purposes prescribed in Clause 42.7.1, the Staff Member is entitled to up to 15 hours (2 days) paid leave, after which if further leave is required, the Staff Member may apply to:

a) the Line Manager for LWOP; or

b) the Director, Human Resources for special Personal Leave.

42.8 Transfer to a Safe Job

42.8.1 If a pregnant Staff Member is fit for work, but illness or risks arising out of pregnancy or hazards connected with the work assigned to the Staff Member make it inadvisable for her to continue in her current position:

a) the duties of the position will be modified; or

b) the Staff Member will be transferred to a safe position at the same classification level; or

c) the Staff Member will receive leave on Full Pay;

for the duration of the risk period and in accordance with legislation.

42.8.2 Where a Staff Member's position is modified in accordance with Clause 42.8.1(a), or where a Staff Member is transferred to a safe position in accordance with Clause 42.8.1(b), all other terms and conditions of employment will be maintained.

42.9 Part time Work Prior to Parental Leave

A Staff Member may work less than their normal work hours during their pregnancy, for reasons associated with the pregnancy, in accordance with Clause 13, *Contract of Employment General Provisions*.

42.10 Options for Taking Paid Parental Leave

42.10.1 A Staff Member may take all or part of their paid parental leave on half pay, subject to Clause 42.6.2.

42.10.2 A Staff Member may use Accrued Annual Leave or LSL at the conclusion of paid parental leave, provided that the total duration of the leave absence does not exceed 52 weeks.

42.10.3 After completion of at least 18 weeks of paid Parental Leave on full or half pay, a Staff Member may return to work, subject to the approval of

their Line Manager, and use the equivalent of the remaining paid parental leave hours to supplement their salary. The Staff Member must acquit all paid parental leave within 52 weeks of commencement of the leave.

42.10.4 If a Staff Member's pregnancy results in other than the live birth of child, or the child dies, during the period of paid parental leave, the entitlement to paid parental leave will continue.

42.11 Staff Member Obligations When Taking Unpaid or Paid Parental Leave

42.11.1 A Staff Member will provide the University with at least 8 weeks written notice (or if that is not practicable – as soon as practicable) of the date on which they intend to commence unpaid or paid parental leave and the intended duration of the leave.

42.11.2 Where a Staff Member wishes to change the start or end date of their unpaid or paid parental leave they will provide the University with at least 4 weeks written notice, unless it is not practicable to do so.

42.11.3 Where unpaid or paid parental leave is associated with the birth of a child, the Staff Member will provide the University with a certificate from a registered medical practitioner confirming the pregnancy and the estimated date of birth.

42.11.4 Where unpaid or paid parental leave is associated with the placement for adoption of a child, the Staff Member will provide the University with written evidence from an appropriate authority confirming the date of placement or expected date of placement, and the age of the child.

42.11.5 Where a Staff Member who is not the Birth Mother of a child is taking paid parental Leave as the Primary Caregiver the University may require them to provide a statutory declaration to confirm their Primary Caregiver status.

42.12 Commencement of Duration of Parental Leave

42.12.1 Where parental leave is taken in association with the birth of a child and the Staff Member is the Birth Mother, parental leave may commence up to 6 weeks prior to the estimated date of birth but no later than the date of birth. If a pregnant Staff Member wishes to commence parental leave less than 6 weeks prior to the estimated date of birth, their fitness for work and safety for employment must be certified by a registered medical practitioner.

42.12.2 Where a Staff Member takes parental leave in association with the birth of a child and the Staff Member is the Primary Caregiver, but not the Birth Mother, paid parental leave will commence on or after the date of birth and must conclude before the child is 1 year old.

42.12.3 Where a Staff Member takes parental leave in association with the placement for adoption of a child, paid parental leave will commence on

the date of placement for adoption and must conclude prior to 52 weeks after the date of placement for adoption.

42.12.4 Where a Staff Member takes unpaid parental leave in association with the birth or placement for adoption of a child and the Staff Member's Partner is not a Staff Member of the University, unpaid parental leave will commence on or after the date of birth, but not later than 12 months after the date of birth or date of placement for adoption.

42.13 Casual Work Whilst on Parental Leave

42.13.1 Subject to the approval of the University, a Staff Member may undertake employment as a Casual Staff Member while on unpaid parental leave, but may not work while on paid parental leave.

42.13.2 Where a Staff Member undertakes employment as a Casual Staff Member in accordance with Clause 42.13.1 this will not constitute a break in the period of unpaid parental leave.

42.14 Consultation with Staff Member During Parental Leave

Where the University proposes to introduce major changes that are likely to impact on a Staff Member's position while they are on parental leave the University will:

- a) provide the Staff Member with information about the change; and
- b) consult with the Staff Member regarding the impact of the proposed change on the Staff Member's position.

42.15 Extended Parental Leave

42.15.1 A Staff Member may apply to extend their parental leave for up to an additional 52 weeks unpaid leave.

42.15.2 An application for extended parental leave must be made in writing at least 4 weeks prior to the end of the parental leave.

42.15.3 If an extension of parental leave is approved by their Line Manager, the Staff Member may utilise:

- a) part or all of their annual leave or LSL entitlements to cover all or part of the period; or
- b) LWOP; or
- c) both.

42.16 Return to Work after Parental Leave

42.16.1 A Staff Member will confirm in writing to their Line Manager their return to work intentions at least 8 weeks prior to the conclusion of the parental leave and if it is not practicable to do so – as soon as practicable but not less than 4 weeks prior to return to work.

42.16.2 Upon return to work after parental leave, a Staff Member is entitled to:

- a) return to the Staff Member's pre-parental leave position; or
- b) if the pre-parental leave position no longer exists, an available position subject to:
 - i) Clause 69, *Change Management and Consultation*, and
 - ii) Clause 70, *Redeployment and Redundancy (Professional and General Staff)* or Clause 71, *Redeployment and Redundancy (Academic Staff)*, as applicable.

42.16.3 Subject to the approval of their Line Manager, and in accordance with Clause 22, *Hours of Work and Workload (Academic Staff)* or Clause 25, *Hours of Work (Professional and General Staff)* as applicable, on return to work after parental leave, a Staff Member may work on a Part-time basis for a defined period, or graduate their return to their usual hours of work.

42.16.4 The University will consider any written request to work Part-time based on its merits and the reasonable business grounds of the Faculty, School or Area. The University will provide in writing the reasons for refusal of the written request.

42.16.5 If the University is unable to establish whether reasonable business grounds will be met as required in Clause 42.16.4, a trial period of Part-time work will be implemented.

42.16.6 Subject to the approval of their Line Manager, a Staff Member who works less than normal work hours, in accordance with Clause 42.16.3, may make up the difference of their working hours with LSL.

42.17 Childcare upon Return from Parental Leave

42.17.1 The University is committed to being a family-friendly workplace and will endeavour to give flexibility in work hours and in child-feeding break periods, provided that required absences will be negotiated with the Staff Member's Line Manager.

42.17.2 A Staff Member with parental responsibilities will, in the first 12 months of returning from parental leave, be entitled to paid leave of up to 1 hour per day for childcare assistance, or any greater period as negotiated with their Line Manager.

43 Leave Without Pay (LWOP)

43.1 A Staff Member may be granted LWOP, subject to the approval of their Line Manager.

43.2 The Line Manager will consider a Staff Member's application for LWOP:

- a) based upon the merits of the application and the operational requirements of the Staff Member's Faculty, School or Area; and

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- b) normally, only if a Staff Member has exhausted all annual leave and LSL entitlements.
- 43.3 The Line Manager will provide the Staff Member with any refusal of LWOP in writing, at which time the Staff Member may appeal the Line Manager's decision with the Director, Human Resources.
- 43.4 The Director, Human Resources will confer with the Line Manager, and respond in writing to the appellant within 10 working days of lodgement of the appeal.
- 43.5 A Staff Member may apply for additional LWOP, provided that:
- a) a Staff Member who is to be granted a total continuous period of LWOP in excess of 12 months may be required to relinquish their substantive position; and
 - b) where the Staff Member returns to the University after the period of LWOP, the University will provide the Staff Member with a suitable position at the same classification to that which they occupied prior to the LWOP.
- 43.6 Any continuous period of LWOP in excess of 10 working days will not count as Continuous Service for the purposes of this Agreement, but will not constitute a Break in Service.
- 43.7 A Staff Member who applies for LWOP is expected to have considered the implications of this leave on any other benefit to which they are entitled, or may be receiving.

44 Study Leave

- 44.1 The provisions of this Clause 44 do not apply to Casual Staff Members.
- 44.2 A Staff Member may apply for study leave of up to 5 hours in total per week on Full Pay, inclusive of travelling time.
- 44.3 To be eligible for study leave a Staff Member will hold a Continuing Appointment or a Fixed Term Appointment of more than 1 year duration.
- 44.4 A Part-time Staff Member may apply for study leave proportionate to hours worked.
- 44.5 Study leave may be granted subject to the approval of the Staff Member's Line Manager.
- 44.6 Study leave may be used for one or more of following purpose(s) during a Staff Member's normal working hours:
- a) attendance at lectures and tutorials and examinations in a course of study approved by the University;
 - b) participation in lectures and tutorials and examinations in an external course of study approved by the University;

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- c) participation in collaborative research or web-based learning in an on-line course of study approved by the University;
 - d) other study activities approved by the University.
- 44.7 Approval of study leave will be subject to a formal study load at least equivalent to the duration of the study leave being undertaken during the Staff Member's non-working hours.
- 44.8 The University may provide financial support to Staff Members taking study leave.
- 44.9 A Staff Member may be granted time off with pay to sit for examinations in approved courses of study.

45 Workplace Relations Leave

- 45.1 The provisions of this Clause 45 do not apply to Casual Staff Members.
- 45.2 A Staff Member will be granted workplace relations leave of up to 150 hours (20 days) leave on Full Pay every 2 calendar years to attend workplace relations training or business, inclusive of travelling time, subject to the operational requirements of the Faculty, School or Area.
- 45.3 A Part-time Staff Member may be granted workplace relations leave proportionate to hours worked.
- 45.4 If a University-observed public holiday falls during a period of workplace relations leave, the public holiday will be part of the leave and no days in lieu will be granted.
- 45.5 The University will not be responsible for costs associated with a Staff Member's attendance at workplace relations training.
- 45.6 A Staff Member required for a tribunal, court or Commission hearing to which the University is a party, will be granted leave with pay, which is in addition to that granted under Clause 45.2.

45.7 Staff Member Obligations When Taking Workplace Relations Leave

- 45.7.1 A Staff Member will submit an application for workplace relations leave for the purposes of Clause 45.2 to their Line Manager at least 4 weeks prior to the training or business requirement, provided that the University may agree to a lesser period of notice.
- 45.7.2 A written statement from the relevant Unions or industrial organisation will accompany an application for workplace relations leave, confirming that the Staff Member has been nominated to attend the training or business.

46 Defence Force Leave

46.1 Defence Force Leave Entitlement

- 46.1.1 A Full-time Staff Member who is a member of the Defence Force Reserves or the Cadet Force is entitled to:
- a) up to 10 days leave on Full Pay per calendar year to attend routine defence training or defence service activities; and
 - b) up to 10 days leave on Full Pay per calendar year for special purpose defence training or defence service activities.
- 46.1.2 A Part-time Staff Member is entitled to defence force leave proportionate to hours worked.

46.2 Staff Member Obligations When Taking Defence Force Leave

- 46.2.1 Defence force leave will be granted subject to the operational requirements of the University.
- 46.2.2 The University may require the Staff Member to provide reasonable evidence of defence training or defence service activities.

47 Jury or Witness Service Leave

47.1 Jury or Witness Service Leave Entitlement

- 47.1.1 A Full-time or Part-time Staff Member required to serve on a jury or to attend as a witness under Commonwealth or State law is entitled to leave on Full Pay for the period consisting of one or more of the following:
- a) time when the Staff Member engages in the jury or witness service;
 - b) reasonable travelling time associated with the jury or witness service;
 - c) rest time of up to 1 day immediately following the jury or witness service only if such service has resulted in the Staff Member being sequestered overnight.
- 47.1.2 If a Full-time or Part-time Staff Member is required to serve on a jury or to attend as a witness under Commonwealth or State law during any period of paid leave, such leave will be reinstated for the equivalent period of the jury or witness service.
- 47.1.3 At the discretion of the University, a Casual Staff Member required to serve on a jury or to attend as a witness may receive pay for periods prescribed in Clause 47.1.1, where:
- a) they would have been required for work; or

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- b) there is a reasonable likelihood that they would have been required to work.

47.2 Staff Member Obligations When taking Jury or Witness Service Leave

47.2.1 A Staff Member taking jury or witness service leave will notify their Line Manager of:

- a) the requirement for the jury or witness service leave as soon as practicable and, if possible, in advance;
- b) the period, or expected period, of the absence; and
- c) if necessary, the ongoing requirement for jury or witness service leave.

47.2.2 The University may require the Staff Member to provide reasonable evidence of the requirement for jury or witness service leave.

47.2.3 A Staff Member who is absent on jury or witness service leave will, as soon as practicable, submit a leave application covering the period of their absence.

48 Community Service Leave

48.1 Community Service Leave Entitlement

A Staff Member who engages in an Eligible Community Service Activity is entitled to leave on Full Pay for a reasonable period consisting of one or more of the following:

- a) time when the Staff Member engages in the activity;
- b) travelling time associated with the activity;
- c) rest time immediately following the activity.

48.2 Eligible Community Service Activities

For the purposes of this Clause 48.2, **Eligible Community Service Activity** means:

- a) voluntary emergency management activity;
- b) donating blood or plasma to approved donor centres;
- c) participating in sporting or cultural events if the Staff Member is a State or Commonwealth participant or official; and
- d) any other activity prescribed by legislation, or agreed to by the University.

48.3 Voluntary Emergency Management Activity

Engagement in voluntary emergency management activities is subject to the Staff Member:

- a) taking part in an activity relating to an emergency or natural disaster;
- b) genuinely engaging in such activity on a voluntary basis; and
- c) possessing a membership or a member-like association with a recognised emergency service body; and either
 - i) being requested by or on behalf of the emergency service body to engage in the activity; or
 - ii) if a request is not made, there being a reasonable expectation in the circumstances that a request would have been made.

48.4 Staff Member Obligations When Taking Community Service Leave

48.4.1 A Staff Member taking community service leave will notify their Line Manager of:

- a) the requirement for the leave as soon as practicable, and if possible, in advance;
- b) the period, or expected period, of the absence; and
- c) if necessary, the ongoing requirement for leave.

48.4.2 A Staff Member who is absent on community service leave will, as soon as practicable, submit a leave application covering the period of the absence.

48.4.3 The University may require the Staff Member to provide reasonable evidence of the requirement for community service leave.

49 Leave for Career Break (Professional and General Staff)

A Professional and General Staff Member who has completed 5 years Continuous Service with the University is entitled to apply for leave in accordance with the University's career break scheme.

50 Academic Study Program (Academic Staff)

An Academic Staff Member is entitled to apply for Academic Study Program. An Academic Staff Member whose Academic Study Program application is approved but who is not granted the leave due to operational requirements will be entitled to take the leave in the following year.

51 Public Holidays

51.1 Staff Members will be entitled to paid leave for the following University-observed public holidays:

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- a) New Year's Day;
 - b) Australia Day;
 - c) Good Friday;
 - d) Easter Monday;
 - e) Easter Tuesday;
 - f) Anzac Day;
 - g) Christmas Day;
 - h) Boxing Day (December 26).

51.2 If any of the days mentioned in Clause 51.1 falls on a Saturday or on a Sunday, an alternative day will be observed.

51.3 Easter Saturday will be included as a paid public holiday if the University requires the Staff Member to work on that day.

51.4 A Staff Member will be required, unless otherwise agreed by their Line Manager, to work the following public holidays:

- a) Labour Day;
- b) Anniversary of the Sovereign;
- c) Foundation Day;

provided that where any of these days falls on a day other than a Monday, the next following Monday will be observed as the public holiday.

51.5 If a Staff Member:

- a) works any of the public holidays in Clause 51.4; or
- b) takes approved paid leave or other approved arrangement in lieu of working the public holiday;

in the case of a Professional and General Staff Member, they will be entitled to take an alternative day of leave in lieu of the public holiday at a time that is agreed between the Staff Member and their Line Manager; and

in the case of an Academic Staff Member, they will be entitled to take an alternative day of leave in lieu of the public holiday during a non-teaching time or at a time that is agreed between the Staff Member and their Line Manager.

51.6 If a Staff Member works less than the 3 public holidays in Clause 51.4, the number of public holidays in lieu will be reduced by the number of days not worked.

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- 51.7 The University will observe a 7-day Christmas closedown period usually commencing no later than 25 December.
- 51.8 Subject to Clause 51.7, alternative local arrangements may be observed during the Christmas closedown.
- 51.9 In addition to the Christmas/New Year public holidays, the University will grant a Staff Member 4 days paid leave to be taken at the Christmas closedown period.
- 51.10 The University will not unreasonably refuse a Staff Member's application for leave to be taken under either or both of the following arrangements:
- a) on the public holidays not observed by the University (Labour Day, Anniversary of the Sovereign, Foundation Day) if the Staff Member has dependent children of school age or has children who are normally in childcare on a working day or has a dependent relative who needs care not otherwise available on a public holiday;
 - b) in conjunction with the Christmas closedown.
- 51.11 Notwithstanding the provisions of this Clause 51, the provisions of Clause 20.2, *Ongoing Sessional Fellows* will apply to an OSF in relation to Public Holidays and Christmas closedown.

WORKPLACE FLEXIBILITY

52 Individual Flexibility Arrangements

52.1 A Staff Member may enter into an individual flexibility arrangement with the University about any of the matters contained in Clause 52.2 if:

- a) the individual flexibility arrangement meets the genuine needs of the University and the Staff Member; and
- b) the individual flexibility arrangement is genuinely agreed to by the University and the Staff Member.

52.2 The following matters may be the subject of an individual flexibility arrangement:

- a) the taking of additional leave without pay consequent upon the birth or placement for adoption of a child, in addition to the leave referred to in Clause 42, *Parental Leave*;
- b) the taking of purchased leave in addition to the 4 weeks annual leave provided for in Clause 38, *Annual Leave*;
- c) in the case of a Professional and General Staff Member, arrangements about when work is performed;
- d) allowances referred to in Clause 32, *Allowances* and Clause 33, *Allowances (Academic Staff)*; and Clause 34.8, *Higher Duties Allowance* and Clause 34.9, *On Call Allowance*;
- e) leave loading referred to in Clause 38.3, *Annual Leave Loading*.

52.3 The University will ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act;
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Staff Member being better off overall than the Staff Member would be if no individual flexibility arrangement was made.

52.4 The University will also ensure the flexibility arrangement:

- a) is stated in writing;
- b) includes the legal name of the University and Staff Member; and
- c) is signed by the University and Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
- d) includes details of the following:

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- i) the terms of this Agreement that will be varied by the individual flexibility arrangement;
 - ii) how the individual flexibility arrangement will vary the effect of the terms;
 - iii) how the Staff Member will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement;
 - iv) states the day on which the individual flexibility arrangement commences.

52.5 The University must give the Staff Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

52.6 The University or Staff Member may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the individual flexibility arrangement; or
- b) if the University and Staff Member agree in writing at any time.

53 Flexible Work Arrangements

53.1 Flexible work arrangements may be negotiated between a Line Manager and a Staff Member in accordance with the provisions of this Agreement provided that the University may only refuse an application for flexible working arrangements on reasonable business grounds.

53.2 Flexible work arrangements may include flexitime, annualised hours, job sharing, Part-time work, working from home or offsite, deferred salary schemes and purchased leave arrangements.

53.3 Subject to Clause 53.1, the University will support flexible working arrangements for Staff Members who are parents with particular child care needs as described in Clause 53.4.

53.4 A Staff Member who is a parent, or has responsibility for the care of a child may request, in writing, for a change in working arrangements to assist the Staff Member to care for the child if the child:

- a) is under school age; or
- b) is under 18 and has a disability.

53.5 All arrangements for the Staff Member to take time off under the terms of their agreed flexible work arrangement will be as approved by the Line Manager.

53.6 Line Managers are responsible for supervision of flexible work arrangements.

53.7 Purchased Leave Arrangement

- 53.7.1 The University and a Staff Member may agree to enter into an arrangement whereby the Staff Member may purchase up to 10 weeks leave per year in addition to their annual leave entitlement.
- 53.7.2 The University will assess each application for a purchased leave arrangement on its merits and give consideration to the personal circumstances of the Staff Member seeking the arrangement.
- 53.7.3 If a Staff Member is applying for purchased leave of between 5 and 10 weeks the University will give priority access to those Staff Members with carer responsibilities.
- 53.7.4 A Staff Member may agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks Salary Spread Over 52 Weeks	Number of Weeks Purchased Leave
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 53.7.5 The purchased leave will not accrue. The Staff Member will be entitled to pay in lieu of the purchased leave not taken. In the event that the Staff Member is unable to take such purchased leave, their salary will be adjusted to take account of the fact that time worked during the year was not included in the salary.

53.8 Deferred Salary Arrangement

- 53.8.1 With the written agreement of the University, the Staff Member may elect to receive, over a 4 year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement. In such case, the period of attendance over the 4 year period will count as service on a proportionate basis for all purposes.
- 53.8.2 The University will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Staff Member seeking the leave.

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- 53.8.3 On completion of the 4th year, the Staff Member will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the 4th year of deferment.
- 53.8.4 Where the Staff Member completes 4 years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance will not constitute a Break in Service and will count as service on a proportionate basis for all purposes.
- 53.8.5 The Staff Member may withdraw from this arrangement prior to completing a 4 year period by written notice. The Staff Member will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 53.8.6 A Staff Member who applies for deferred salary is expected to have considered the implications of this deferral on any other benefit to which they are entitled, or may be receiving, as well as any taxation effects.

Variation of the Arrangements

- 53.8.7 As an alternative to Clause 53.8.5, and only by mutual agreement of the University and the Staff Member, the provisions of the deferred arrangement may be varied subject to the following:
- a) the term of the arrangement will not extend beyond that contemplated by this Clause 53.8;
 - b) the variation will not result in any consequential monetary or related gain or loss to either the University or the Staff Member;
 - c) the percentage of salary to apply during the 12 months leave as specified in Clause 53.8.3 will be calculated as 80% of the average ordinary hours of work over the previous 4 years.

54 Salary Packaging

- 54.1 For the purposes of this Clause 54, the following definition(s) apply:

Total Employment Cost means salary plus oncosts.

- 54.2 Notwithstanding the salary rates prescribed at Schedule 1, *Staff Salaries*, a Staff Member will be able to enter into an individual salary package arrangement with the University that may result in their salary being reduced. All salary package arrangements will be in accordance with relevant taxation legislation.
- 54.3 The individual salary package arrangement agreed between the Staff Member and the University may provide for benefits to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the Total Employment Cost established by the University for that Staff Member.
- 54.4 A Staff Member will notify the University in writing of withdrawal from any individual salary package arrangement. The withdrawal will be effective as at

the date of the next pay period in accordance with the terms of the agreed individual salary package arrangement.

- 54.5 Nothing in this Clause 54 will be taken to result in a reduction of entitlements currently available to any Staff Member who has entered into an individual salary packaging arrangement.

WORK PLANNING AND STAFF DEVELOPMENT

55 Work Planning and Performance Review

- 55.1 This Clause 55 does not apply to Casual Staff Members or Staff Members on a Fixed Term Appointment of less than 12 months.
- 55.2 Staff Members and their Line Managers will work cooperatively to develop and implement annual work plans.
- 55.3 All Staff Members will complete an annual work plan, setting out details of current activities and development needs.
- 55.4 The work plans will normally take account of the following:
- a) the strategic goals and outcomes that reflect individual, team and organisational needs;
 - b) how progress towards these goals will be monitored;
 - c) how the results and outcomes of these goals will be assessed;
 - d) how the University will support the ongoing professional and career development of the Staff Member;
 - e) how the University will give the Staff Member opportunity to access appropriate career development and training support as may be necessary for their role and responsibilities;
 - f) the expectations of the Staff Member and their Line Manager about professional responsibilities and the role the Staff Member plays in the University;
 - g) in the case of an Academic Staff Member, the Workload allocation plan developed in accordance with Clause 22, *Hours of Work and Workload (Academic Staff)*.
- 55.5 These plans may form the basis for coaching/mentoring and for reviewing individual performance, and may be used for performance bonuses.
- 55.6 Any process for dealing with Unsatisfactory Work Performance will be formally separate from those relating to work planning and performance review and will ensure that Natural Justice and Procedural Fairness is observed and practised.
- 55.7 Issues of Unsatisfactory Work Performance will be addressed by Line Managers in accordance with Clause 73, *Management of Unsatisfactory Work Performance*.

56 Staff and Organisational Development

- 56.1 All Staff Members are entitled to be provided opportunities to undertake appropriate career and professional development activities. Such activities will balance both the needs of the University and the Staff Member.

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- 56.2 In providing opportunities for career and professional development the University is guided by the following principles:
- a) encourage the acquisition of skills to develop a more highly skilled and flexible workforce;
 - b) provide Staff Members with greater employment opportunities through appropriate training and development;
 - c) aid the introduction of more flexible work arrangements;
 - d) enable Staff Members to utilise their attained competencies and acquired skills with appropriate recognition;
 - e) apply equity principles in providing Staff Members access to learning activities.
- 56.3 Career and professional development activities will be identified and incorporated in the Staff Member's work plan developed in accordance with Clause 55, *Work Planning and Performance Review*.

57 Student Evaluation of Teaching and Learning

- 57.1 This Clause 57 applies only to Academic Staff Members.
- 57.2 The University may use data generated through the process of student evaluation of teaching and learning for the purposes of assessing an Academic Staff Member's performance:
- a) only in conjunction with other sources of information which will also be considered for the assessment purpose; and
 - b) provided that student perceptions will not be taken as a definitive judgment on the teaching quality of an Academic Staff Member, or of the value or otherwise of the content of a unit.
- 57.3 If a Line Manager has cause to discuss student evaluation of teaching and learning with an Academic Staff Member this will be conducted in accordance with Clause 55, *Work Planning and Performance Review*.
- 57.4 The University will ensure that an Academic Staff Member's privacy is preserved. Any teaching and learning evaluation information displayed on the University website will not be of a nature that allows the identification of an individual Academic Staff Member, without the authorisation of the Academic Staff Member.

58 Flexible Delivery

- 58.1 This Clause 58 applies only to Academic Staff Members.
- 58.2 For the purpose of this Clause 58, the following definition(s) apply:

Flexible Delivery means any system to teach University courses across the calendar year.

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- 58.3 All Academic Staff Members and managers will cooperate in examining opportunities for implementing expanded student access to University courses and programs.
- 58.4 The University will determine need for change to flexible delivery systems in accordance with Clause 69, *Change Management and Consultation*.
- 58.5 Where necessary, an Academic Staff Member will receive training in order to operate Flexible Delivery systems.

OTHER WORKPLACE MATTERS

59 Healthy Lifestyle Program

- 59.1 A Staff Member is entitled to participate in University-approved healthy lifestyle activities. Access to such activities will not be unreasonably denied by the Line Manager.
- 59.2 A Staff Member is entitled to up to a total of 2 hours per week paid time off to participate in the program. Not more than 30 minutes paid time off is to be taken on any 1 day, unless otherwise agreed to by the Line Manager.
- 59.3 A Part-time Staff Member is entitled to paid time off on a proportionate basis of the Full-time entitlement.
- 59.4 A Staff Member is entitled to choose to take the paid time off immediately before or after their normal work start-time, lunch break or work finish-time.
- 59.5 The costs of using University facilities for the program may be included in an individual salary package arrangement as specified in Clause 54, *Salary Packaging*.

60 Staff Assistance Program

The University will continue to offer an assistance program to Staff Members which provides a combination of assessment, counselling, and personal development appropriate to the needs of a Staff Member and the University.

61 Occupational Safety and Health

- 61.1 All Staff Members have the right to operate in a safe and healthy workplace.
- 61.2 A Line Manager will manage any workloads that may otherwise become excessive due to a Staff Member's leave taking.
- 61.3 The University will continue to support the role of health and safety representatives. An allowance is payable in accordance with Clause 32.3, *Health and Safety Representative Allowance*.

62 Workplace Rehabilitation

- 62.1 The University will continue to facilitate the rehabilitation of a Staff Member who has suffered a compensable injury at work by endeavouring to provide the Staff Member with suitable alternative duties for a defined period.
- 62.2 The suitable alternative duties, hours of work and work patterns will be subject to agreement by the University, any approved workplace rehabilitation provider, and the Staff Member and the Staff Member's treating medical practitioner.

62.3 Workplace Bullying

- 62.3.1 For the purposes of this Clause 62.3, the following definition(s) will apply:

Workplace Bullying means repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.

62.3.2 All Staff Members have the right to operate in an environment free from Workplace Bullying.

62.3.3 Staff Members, including managers, are required to:

- a) personally demonstrate appropriate behaviour;
- b) take reasonable care to ensure their own safety and health at the University; and
- c) avoid adversely affecting the safety or health of any other person through any act of Workplace Bullying or omission to deal with acts of bullying.

62.3.4 Line Managers are responsible for investigating complaints of Workplace Bullying promptly, confidentially, and impartially.

62.3.5 Disciplinary action for findings of Workplace Bullying may be taken in accordance with Clause 74, *Misconduct or Serious Misconduct*.

63 Protective Clothing

If a Staff Member is required by the University to wear protective clothing:

- a) the University will, at no cost to the Staff Member:
 - i) provide the Staff Member with the protective clothing;
 - ii) provide the Staff Member with replacement protective clothing as normal wear and tear occurs; and
 - iii) maintain any protective clothing worn by the Staff Member if they handle infectious or hazardous materials, or both; and
- b) the Staff Member will be responsible for the reasonable care and maintenance of protective clothing, except for that clothing as provided for at Clause 63(a)(iii).

64 Staff Member Representation

64.1 The University and Staff Members agree to comply with the right of entry provisions in the Act.

64.2 Officials or representatives of the Unions will be given the opportunity to provide information to new Staff Members at formal induction programs.

64.3 Union/Nominated Representatives

- 64.3.1 Staff Members may be represented by their Union/Nominated Representative.
- 64.3.2 The Union/Nominated Representative will not unduly interfere with the work of the University.
- 64.3.3 Relevant managers will be given adequate prior notice in writing of a Union/Nominated Representative attending the workplace.
- 64.3.4 Staff Members who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, to represent Staff Members' interests in discussions and negotiations with University management.
- 64.3.5 Staff Members who are Union/Nominated Representatives will be given reasonable access to University facilities including but not limited to telephones, fax machines, email, photocopiers and meeting rooms.
- 64.3.6 Material which assists Staff Members in understanding conditions of employment may be displayed in the workplace by the Unions or Nominated Representatives.
- 64.3.7 Staff Members who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, for the purpose of negotiation of an agreement to replace this Agreement.

65 Professional Indemnity

The University will provide Staff Members with full professional indemnity insurance, except in circumstances of external private consultancy work or other work outside of the scope of a Staff Member's employment contract with the University.

66 Intellectual Freedom

- 66.1 The University will at all times seek to protect the intellectual freedom of Academic Staff Members.
- 66.2 Academic Staff Members will use their right to intellectual freedom of enquiry and expression responsibly, honestly, and with respect for the intellectual freedom of others.

67 Personnel Files

- 67.1 A Staff Member's personnel file is that file retained by the Director, Human Resources.
- 67.2 A Staff Member is entitled to examine and copy material retained on their personnel file.
- 67.3 A Staff Member is entitled to know of, and to respond to, requests for access to non-standard information on their personnel file which are made to persons duly authorised under this Clause 67. Notwithstanding this Clause 67.3, the

University will not advise a Staff Member of any request made by a person under Clause 67.4(d) unless authorised to do so by that person.

- 67.4 Access to a Staff Member's personnel file will be limited to the Staff Member and:
- a) the University's Human Resources Staff Member(s) as required for work purposes;
 - b) the Staff Member's Line Manager, except that:
 - i) in the case of accessing non-standard information on an Academic Staff Member's personnel file, such access will be limited to the Head of School/Area;
 - ii) in the case of accessing non-standard information on a Professional and General Staff Member's personnel file, such access will be limited to the Head of School/Area or the Staff Member's Line Manager in a position classified at Level 8 or above;
 - c) any Executive Manager who has line management responsibility for the Staff Member;
 - d) any person who is acting in accordance with provisions of any relevant Commonwealth or State legislation or who is following lawful direction of the regulators acting in their legislated role;
 - e) the Staff Member's Union/Nominated Representative with written permission of the Staff Member; and
 - f) any other person with written permission of the Staff Member.

DISPUTE RESOLUTION

68 Dispute Resolution Procedure

- 68.1 It is agreed that all Staff Members, their Unions/Nominated Representatives and the University have an interest in the proper application of this Agreement.
- 68.2 It is also agreed that all Staff Members, their Unions/Nominated Representatives and the University should ensure as far as possible that disputes are managed and resolved in a timely manner at the local workplace level.
- 68.3 A Staff Member who is a party to the dispute may appoint their Union/Nominated Representative to accompany or represent them, or both, for the purposes of this Clause 68. The Staff Member's Union/Nominated Representative may address dispute matters with the University on behalf of the Staff Member, without the Staff Member being present.
- 68.4 The Unions also may initiate this dispute resolution procedure by raising a dispute with the University in writing, stating the particulars and circumstances of the dispute.
- 68.5 If a dispute relates to a matter arising under this Agreement or the National Employment Standards, this Clause 68 will apply to settle the dispute:
- a) In the first instance, the Staff Member or the Unions or the Nominated Representative and the appropriate Line Manager will discuss the matter in an attempt to resolve the dispute within 5 working days of the matter being reported to the Line Manager, unless another timeframe is agreed.
 - b) If a dispute is not resolved in accordance with Clause 68.5(a), the Staff Member or the Unions or the Nominated Representative will attempt to resolve the dispute through discussion of the matter with an appropriate senior manager of the University. Such discussion will attempt to resolve the dispute within 5 working days of the dispute being referred to the senior manager by the Staff Member or the Union or the Nominated Representative or the Line Manager, unless another timeframe is agreed.
 - c) If the dispute is unable to be resolved in accordance with Clause 68.5(b) any party to the dispute may refer the dispute to FWA for resolution.
 - d) FWA may resolve the dispute by the processes of conciliation or arbitration, or both. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of FWA, subject to a right of appeal to a Full Bench of FWA.
 - e) Except where a genuine safety issue is involved, Staff Members will continue to perform their work as they would normally while the procedures outlined in this Clause 68.5 are being applied, and the University will not implement changes likely to exacerbate the dispute. Neither party to the dispute will take actions that are likely to exacerbate the dispute.

CHANGE MANAGEMENT, REDEPLOYMENT AND REDUNDANCY

69 Change Management and Consultation

- 69.1 The provisions of this Clause 69 apply to the introduction of a major change that is likely to result in significant effect on Staff Members.
- 69.2 This Clause 69 will apply in conjunction with Schedule 12(2), *Transitional Arrangements – Change, Staff Conduct and Work Performance*.
- 69.3 Major change is likely to have significant effect on Staff Members if it results in:
- a) redundancy;
 - b) the need for transfer to another campus;
 - c) a reduction in the workforce across the University or within a School/Area which will have a material impact on a School/Area;
 - d) changed hours of operation;
 - e) a change to the composition, operation or size of the University's workforce or in the skills required where this will have a material impact on the day to day work practices of Staff Members;
 - f) job structuring, technological or structural change where this will have a material impact on the day to day work practices of Staff Members;
 - g) changes to University Policies and Procedures which have a significant and material impact on career and the promotion opportunities for identifiable groups of Academic Staff Members or Professional and General Staff Members;

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

69.4 Principles

- 69.4.1 The University and its Staff Members are able to be creative and develop and explore ideas for changes in the academic, professional or commercial operations of the University on an ongoing and informal basis.
- 69.4.2 If major change is likely to have a significant effect on Staff Members, Formal Consultation with affected Staff Members will occur in a collaborative, participative and timely manner.
- 69.4.3 A Staff Member or group of Staff Members are entitled to be represented by their Union/Nominated Representative throughout the Formal Consultation and the change management process.

69.4.4 University line management, Staff Members and their Union/Nominated Representative will engage in the change management process in a positive manner and will endeavour to expedite the process.

69.5 Step 1 - Consultation on major change

69.5.1 When the University has developed a proposal for a major change that is likely to have significant effect on its Staff Members, it will notify the affected Staff Members, and if they so choose, their Unions/Nominated Representative, about the proposed change. The University will engage in Formal Consultation with the Staff Members who may be affected by the change.

69.5.2 A Line Manager may invite discussion with individual Staff Members who may be affected by the major change prior to release of any proposal for change.

69.5.3 The Director, Human Resources or nominee will provide a copy of any proposal for major change to the Unions, who may consider and make submissions to the Director, Human Resources on the proposal for major change.

69.5.4 Formal Consultation will include:

- a) provision of a proposal for major change which sets out:
 - i) the nature of the proposed major change and rationale for major change;
 - ii) any significant effect the major change is likely to have on Staff Members;
 - iii) reasonable timeframes for consultation as set out in Clause 69.5.4;
 - iv) any other relevant information about the major change other than information which is subject to legal privilege or is commercial-in-confidence;
 - v) measures the University is considering to avert or mitigate any material adverse effect of the proposed major change on the Staff Members;
- b) provision of the opportunity for written responses or suggestion of alternative proposals from affected Staff Members within the consultation timeframe. The timeframe for consultation, including receiving feedback from Staff Members, will be determined relative to the magnitude and complexity of the proposed major change but will provide at least 10 working days for receiving feedback from Staff Members unless there is a written agreement with all affected Staff Members agreeing to a shorter timeframe, in which case it will be no less than 5 working days;

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- c) opportunity to meet and confer with affected Staff Members on the proposed major change and any potential alternative proposals; and
 - d) provision of relevant information, except that which is commercial-in-confidence, to affected Staff Members over the duration of the Formal Consultation process.

69.5.5 Prior to making a decision as to whether or not to implement major change the University will give genuine consideration to matters raised during the stated Formal Consultation timeframe by:

- a) Staff Members who are likely to experience significant effect of the major change, and if they so choose, their Union/Nominated Representative; and
- b) the Unions.

69.6 Step 2 - Decision on major change implementation

69.6.1 The University will notify the affected Staff Members and the Unions of its decision as to whether or not it will implement major change.

69.6.2 In notifying of any decision to implement major change, the University will provide the affected Staff Members and the Unions with a copy of a change implementation plan which will include a summation of all matters raised during the Formal Consultation process with Staff Members and the Unions and how these matters have been taken into account when making the change decision.

69.6.3 The University will continue to consult with and support Staff Members who are affected during the implementation of major change, including consultation on means of avoiding or mitigating any detrimental outcomes for affected Staff Members such as those measures described in Clause 69.6.4.

69.6.4 Where practicable, the University will manage staffing changes and staffing reductions arising from organisational restructuring through natural attrition, internal transfer or placement, Pre-retirement Contracts, LWOP, voluntary conversion to Part-time employment, annual leave, long service leave, secondment and voluntary separations.

69.6.5 The University will, where practicable, take steps to avoid involuntary redundancy, however nothing in this Clause 69 prevents the use of provisions of Clause 70, *Redeployment and Redundancy (Professional and General Staff)* and Clause 71, *Redeployment and Redundancy (Academic Staff)*, as applicable.

69.7 Step 3 - Transfer of Professional and General Staff

69.7.1 This Clause 69.7 applies only to Professional and General Staff Members who are likely to experience significant effect of the major change but who are not surplus to the requirements of the Faculty/School/Area undergoing the change.

69.7.2 In accordance with Clauses 69.6.3 and 69.6.4, during the consultation on major change, where the University is able to identify a suitable alternative position for a Staff Member, the University is entitled to transfer the Staff Member to the suitable alternative position. The transfer is subject to the University giving the Staff Member 10 working days' written notice of the transfer.

69.7.3 Where a Staff Member identifies Suitable Alternative Employment as part of the change management process conducted in accordance with this Clause 69, they may elect to be transferred to the position, subject to the provisions of Clauses 69.7.4 and 69.7.5 and consideration of any nomination for the position by other Staff Members to whom this Clause 69.7 may apply.

69.7.4 The Staff Member or the Line Manager, or both, may request a review of the transfer at any time during the transfer notice period and up to 4 weeks following the transfer. The request will be in writing to the Director, Human Resources or nominee and will include a statement of the issues to be taken into account:

- a) which may indicate the position is not Suitable Alternative Employment as defined in Clause 3, *Definitions*; or
- b) which may indicate a valid and significant detrimental impact on the Staff Member or the School/Area due to the transfer.

69.7.5 The Director, Human Resources or nominee will assess the suitability of the transfer, taking into account any issues identified at Clause 69.7.4. The decision of the Director, Human Resources or nominee is final, subject to the dispute resolution process of this Agreement, and will be notified to the Staff Member and the Line Manager. The Director's decision will address the appellant's written request for a review of the transfer.

70 Redeployment and Redundancy (Professional and General Staff)

70.1 This Clause 70 will apply in conjunction with Schedule 12(2), *Transitional Arrangements – Change, Staff Conduct and Work Performance*.

70.2 Definitions

For the purpose of this Clause 70, the following definitions will apply:

Decision Period means the 2-week decision making period commencing on the date the Staff Member's position is to be made Redundant, as stated in the notification provided in accordance with Clause 70.5.

Redeployment Period means the 10-week redeployment period commencing the date following the 2-week Decision Period.

Extended Redeployment Period means a further redeployment period, commencing on the date following the Redeployment Period, and ceasing upon a date which is the lesser of either:

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- a) a date confirmed by the Director, Human Resources as determined by calculating the number of weeks for which any redundancy payment would be made in accordance with (A) + (B) + (C) of Table 1 of this Clause 70; or
 - b) 40 weeks from the end date of the Redeployment Period.

Redeployee has the meaning of the definition at Clause 3, *Definitions*.

Redundant has the meaning of the definition at Clause 3, *Definitions*.

Suitable Alternative Employment has the meaning of the definition at Clause 3, *Definitions*.

70.3 Application

70.3.1 The provisions of this Clause 70 will apply where the University decides to make a position or positions Redundant and a Professional and General Staff Member on a Continuing Appointment occupies any such position.

70.3.2 The provisions of this Clause 70 do not apply to the following:

- a) Casual Staff Members;
- b) Staff Members on a Fixed Term Appointment;
- c) Staff Members on Curtin Research Contracts;
- d) Staff Members on Pre-retirement Contracts.

70.4 Obligations

70.4.1 The University will ensure that the decisions and processes prescribed in this Clause 70 are managed in accordance with Curtin's Values, are based on Natural Justice and Procedural Fairness and are properly documented in case of review. A copy of Curtin's Values will be available to Staff Members on the University's website.

70.4.2 Staff Members and Line Managers who are affected by the provisions of this Clause 70 will engage in any redeployment process constructively and cooperatively.

70.4.3 A Redeployee's substantive salary, including all scheduled salary increases under this Agreement, will be maintained for the period of the redeployment.

70.4.4 The University will generally seek to maximise redeployment opportunities for Redeployees through assistance with training, career counselling, job search and other relevant support, including engagement of relevant external organisations.

70.4.5 A Staff Member will have Redeployee status from the date declared within the notice of the position being made Redundant and will retain

their Continuing Appointment status, subject to Clauses 70.8.3, 70.8.5, 70.8.6, 70.9.3 and 70.9.5.

70.4.6 The University will consider whether all vacant or newly created continuing positions are Suitable Alternative Employment for Redeployees before the positions are advertised. Redeployees not previously considered for a position, but nonetheless suitable for the position, will be considered as if they were applicants for any advertised continuing position.

70.5 Notification of Redundancy

70.5.1 The determination and notification of Redundant positions will occur following the completion of Clause 69.6, *Decision on Major Change Implementation*.

70.5.2 The University will provide a Staff Member whose position is to be made Redundant written notice of the date the position will be made Redundant and the reasons why the position is Redundant.

70.6 Immediate Redundancy

If the University and the Redeployee agree, the Redeployee may elect, in writing, to immediately cease employment with the University and receive a redundancy payment in accordance with Clause 70.10 and payment of 12 weeks salary in lieu of any redeployment.

70.7 Decision Period

During the Decision Period, the Redeployee will elect to accept in writing either the Redeployment Period or to cease employment with the University and receive a redundancy payment in accordance with Clause 70.10 and payment of 10 weeks salary in lieu of any redeployment. Where the Staff Member provides their written decision prior to the end of the Decision Period, the Staff Member is also entitled to payment in lieu of the balance of any unused portion of the Decision Period.

70.8 Redeployment Period

70.8.1 During the Redeployment Period, the University is entitled to offer by written notice to the Redeployee, Suitable Alternative Employment. The Redeployee will accept or reject the written offer within 5 working days on the following basis:

- a) if the Redeployee accepts the offer, the Redeployee's transfer to the position will be confirmed in writing to the Redeployee. The Redeployee may accept the offer conditional upon a trial period of up to 6 weeks. At any time during the trial, or at the conclusion of any trial period, the Redeployee will agree to the transfer or reject the offer;
- b) if the Redeployee rejects the offer of Suitable Alternative Employment, their employment is terminated and they are entitled

to redundancy payment in accordance with Clause 70.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.

- 70.8.2 Subject to Clause 70.8.1, a Redeployee who accepts a transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this Clause 70.
- 70.8.3 Where a Staff Member fails to accept or reject the offer, and the University has made reasonable effort to seek a response, the Staff Member will be deemed to have rejected the offer and will be entitled to redundancy payment in accordance with Clause 70.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 70.8.4 If no Suitable Alternative Employment is immediately available, the Redeployee will undertake, for the duration of the Redeployment Period, the work required of any appointment to suitable non-continuing position or any work commensurate with their skills and abilities as directed by their Line Manager.
- 70.8.5 Where a Redeployee elects, in writing, to cease employment with the University at any time during the Redeployment Period, they will be entitled to a redundancy payment in accordance with Clause 70.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 70.8.6 At the conclusion of the Redeployment Period, if no Suitable Alternative Employment has been identified, the Staff Member may elect to commence an Extended Redeployment Period or cease employment and be paid the redundancy entitlement in accordance with Clause 70.10.

70.9 *Extended Redeployment Period*

- 70.9.1 During the Extended Redeployment Period, the University is entitled to offer by written notice to the Redeployee, Suitable Alternative Employment. The Redeployee will accept or reject the written offer within 5 working days on the following basis:
- a) if the Redeployee accepts the offer, the Redeployee's transfer to the position will be confirmed in writing to the Redeployee. The Redeployee may accept the offer conditional upon a trial period of up to 6 weeks. At any time during the trial, or at the conclusion of any trial period, the Redeployee will agree to the transfer or reject the offer;
 - b) if the Redeployee rejects the offer of Suitable Alternative Employment, their employment is terminated and they are entitled to redundancy payment in accordance with Clause 70.9.6.
- 70.9.2 Subject to Clause 70.9.1, a Redeployee who accepts transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this Clause 70.

- 70.9.3 Where a Staff Member fails to accept or reject the offer, and the University has made reasonable effort to seek a response, the Staff Member will be deemed to have rejected the offer and will be entitled to redundancy payment in accordance with Clause 70.9.6.
- 70.9.4 If no Suitable Alternative Employment is immediately available, the Redeployee will undertake, for the duration of the Extended Redeployment Period, the work required of any appointment to a suitable non-continuing position or any work commensurate with their skills and abilities as directed by their Line Manager.
- 70.9.5 At the conclusion of the Extended Redeployment Period, if no Suitable Alternative Employment has been identified, the University will terminate the Redeployee's employment.
- 70.9.6 The University will pay the prescribed redundancy entitlement in accordance with Clause 70.10 less the amount equivalent to the salary received during the Extended Redeployment Period.

70.10 Redundancy Payment

- 70.10.1 A redundancy payment will comprise (A) + (B) + (C) + (D) + (E) as prescribed in Table 1 of this Clause 70.10, provided that (A) + (B) + (C) will not exceed 82 weeks in total.
- 70.10.2 The redundancy payment will be calculated based on the Redeployee's salary rate at the date of cessation of employment and any variation(s) in service fraction over the total period of employment.

Table 1			
	Age	Entitlement	Maximum
A	45 years or over	8 weeks pay for the first year of service or part thereof, and 8 weeks pro-rata for each subsequent year of service,	24 weeks pay
	40 – 44 years	7 weeks pay for the first year of service or part thereof, and 7 weeks pay pro-rata for each subsequent year of service	21 weeks pay
	39 years or under	6 weeks pay for the first year of service or part thereof, and 6 weeks pay pro-rata for each subsequent year of service	18 weeks pay
B	4 weeks pay in lieu of notice		
C	Separation pay calculated on the basis of 3 weeks salary for each completed year of service		
D	Payment in lieu of all Accrued Annual Leave and annual leave loading at the date of termination		
E	The Staff Member's accrued and pro-rata LSL at the date of termination		

70.10.3 Subject to Clause 42.6.5, for the purposes of Table 1 above, in determining “each completed year of service” the Staff Member who has been absent on any period of unpaid parental leave will have that period counted as if they were at work in their pre-parental leave position.

70.11 Reemployment with the University

Where a Staff Member has received a redundancy payment in accordance with Clause 70.10 they will be ineligible for appointment to any position at the University for a period at least equal to the number of weeks pay received in accordance with (A), (B) and (C) in Table 1 of Clause 70.10.

71 Redeployment and Redundancy (Academic Staff)

71.1 This Clause 71 will apply in conjunction with Schedule 12(2), *Transitional Arrangements – Change, Staff Conduct and Work Performance*.

71.2 Definitions

For the purpose of this Clause 71, the following definitions will apply.

Decision Period means the 2-week decision making period commencing on the date the Staff Member’s position is to be made Redundant, as stated in the notification provided in accordance with Clause 71.5.

Redeployment Period means the 10-week redeployment period commencing the date following the 2-week Decision Period.

Redeployee has the meaning of the definition at Clause 3, *Definitions*.

Redundant has the meaning of the definition at Clause 3, *Definitions*.

Suitable alternative employment has the meaning of the definition at Clause 3, *Definitions*.

71.3 Application

71.3.1 The provisions of this Clause 71 will apply where the University decides to make a position or positions Redundant and an Academic Staff Member on a Continuing Appointment occupies any such position.

71.3.2 The provisions of this Clause 71 do not apply to the following:

- a) Casual Staff Members;
- b) Staff Members on a Fixed Term Appointment;
- c) Staff Members on Curtin Research Contracts;
- d) Staff Members on Research-Contingent Contracts;
- e) Staff Members on Pre-retirement Contracts.

71.4 Obligations

- 71.4.1 The University will ensure that the decisions and processes prescribed in this Clause 71 are managed in accordance with Curtin's Values, are based on Natural Justice and Procedural Fairness and are properly documented in case of review. A copy of Curtin's Values will be available to Staff Members on the University's website.
- 71.4.2 Staff Members and Line Managers who are affected by the provisions of this Clause 71 will engage in any redeployment process constructively and cooperatively.
- 71.4.3 A Redeployee's substantive salary, including all scheduled salary increases under this Agreement, will be maintained for the period of the redeployment.
- 71.4.4 The University will generally seek to maximise redeployment opportunities for Redeployees through assistance with training, career counselling, job search and other relevant support, including engagement of relevant external organisations.
- 71.4.5 A Staff Member will have Redeployee status from the date declared within the notice of the position being made Redundant and will retain their Continuing Appointment status, subject to Clauses 71.8.3, 71.8.5 and 71.8.6.
- 71.4.6 The University will consider whether all vacant or newly created continuing positions are Suitable Alternative Employment for Redeployees before the positions are advertised. Redeployees not previously considered for a position, but nonetheless suitable for the position, will be considered as if they were applicants for any advertised continuing position.

71.5 Notification of Redundancy

- 71.5.1 The determination and notification of Redundant positions will occur following the completion of Clause 69.6, *Decision on Major Change Implementation*.
- 71.5.2 The University will provide a Staff Member whose position is to be made Redundant written notice of the date the position will be made Redundant and the reasons why the position is Redundant.
- 71.5.3 An Academic Staff Member may initiate and progress a review in accordance with Clause 72, *Review of Redundancy Decision (Academic Staff)* in which case the position will not be made Redundant under this Clause 71 until the provisions of Clause 72 have been complied with and finalised.

71.6 Immediate Redundancy

If the University and the Redeployee agree, the Redeployee may elect, in writing, to immediately cease employment with the University and receive a

redundancy payment in accordance with Clause 71.9 and payment of 12 weeks salary in lieu of any redeployment.

71.7 Decision Period

During the Decision Period, the Redeployee will elect to accept in writing either the Redeployment Period or to cease employment with the University and receive a redundancy payment in accordance with Clause 71.9 and payment of 10 weeks salary in lieu of any redeployment. Where the Staff Member provides their written decision prior to the end of the Decision Period, the Staff Member is also entitled to payment in lieu of the balance of any unused portion of the Decision Period.

71.8 Redeployment Period

71.8.1 During the Redeployment Period, the University is entitled to offer by written notice to the Redeployee, Suitable Alternative Employment. The Redeployee will accept or reject the written offer within 5 working days on the following basis:

- a) if the Redeployee accepts the offer, the Redeployee's transfer to the position will be confirmed in writing to the Redeployee. The Redeployee may accept the offer conditional upon a trial period of up to 6 weeks. At any time during the trial, or at the conclusion of any trial period, the Redeployee will agree to the transfer or reject the offer;
- b) if the Redeployee rejects the offer of Suitable Alternative Employment, their employment is terminated and they are entitled to redundancy payment in accordance with Clause 71.9, and payment in lieu of the balance of any unused portion of the Redeployment Period.

71.8.2 Subject to Clause 71.8.1, a Redeployee who accepts a transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this Clause 71.

71.8.3 Where a Staff Member fails to accept or reject the offer, and the University has made reasonable effort to seek a response, the Staff Member will be deemed to have rejected the offer and will be entitled to redundancy payment in accordance with Clause 71.9, and payment in lieu of the balance of any unused portion of the Redeployment Period.

71.8.4 If no Suitable Alternative Employment is immediately available, the Redeployee will undertake, for the duration of the Redeployment Period, the work required of any appointment to suitable non-continuing position or any work commensurate with their skills and abilities as directed by their Line Manager.

71.8.5 Where a Redeployee elects, in writing, to cease employment with the University at any time during the Redeployment Period, they will be entitled to a redundancy payment in accordance with Clause 71.9, and

payment in lieu of the balance of any unused portion of the Redeployment Period.

71.8.6 At the conclusion of the Redeployment Period, if no Suitable Alternative Employment has been identified, the University may cease the Redeployee's employment and pay the prescribed redundancy entitlement in accordance with Clause 71.9.

71.9 Redundancy Payment

71.9.1 A redundancy payment will comprise (A) + (B) + (C) + (D) + (E) as prescribed in Table 1 of this Clause 71.9, provided that (A) + (B) + (C) will not exceed 82 weeks in total.

71.9.2 The redundancy payment will be calculated based on the Redeployee's salary rate at the date of cessation of employment and any variation(s) in service fraction over the total period of employment.

Table 1			
	Age	Entitlement	Maximum
A	45 years or over	8 weeks pay for the first year of service or part thereof, and 8 weeks pro-rata for each subsequent year of service,	24 weeks pay
	40 – 44 years	7 weeks pay for the first year of service or part thereof, and 7 weeks pay pro-rata for each subsequent year of service	21 weeks pay
	39 years or under	6 weeks pay for the first year of service or part thereof, and 6 weeks pay pro-rata for each subsequent year of service	18 weeks pay
B	4 weeks pay in lieu of notice		
C	Separation pay calculated on the basis of 3 weeks salary for each completed year of service		
D	Payment in lieu of all Accrued Annual Leave and annual leave loading at the date of termination		
E	The Staff Member's accrued and pro-rata LSL at the date of termination		

71.9.3 Subject to Clause 42.6.5, for the purposes of Table 1 above in determining "each completed year of service" the Staff Member who has been absent on any period of unpaid parental leave will have that period counted as if they were at work in their pre-parental leave position.

71.10 Reemployment with the University

Where a Staff Member has received a redundancy payment in accordance with Clause 71.9 they will be ineligible for appointment to any position at the University for a period at least equal to the number of weeks pay received in accordance with (A), (B) and (C) in Table 1 of Clause 71.9.

72 Review of Redundancy Decisions (Academic Staff)

- 72.1 This Clause 72 will only apply to Academic Staff Members.
- 72.2 This Clause 72 will apply in conjunction with Schedule 12(2) *Transitional Arrangements– Change, Staff Conduct and Work Performance*.
- 72.3 A Staff Member and the University are entitled to be represented respectively by their Union/Nominated Representative.
- 72.4 Where a Staff Member on a Continuing Appointment has been advised in writing by the University, in accordance with Clause 71.5, *Notification of Redundancy*, that their position is to be declared Redundant, the Staff Member may apply in writing to the Vice-Chancellor within 10 working days of receipt of such advice for a review of that decision.
- 72.5 The Staff Member will indicate in the application the basis upon which a review is sought.
- 72.6 Within 5 working days of receipt of the written application, the Vice-Chancellor will refer the application to a Redundancy Review Committee established in accordance with Clause 72.7.
- 72.7 The Redundancy Review Committee will be established as and when required and will comprise:
- a) a management representative nominated by the Vice-Chancellor;
 - b) a Union representative nominated by the Unions; and
 - c) an independent person, external to the University, agreed between the University and the Unions. The independent person will act as Chairperson.
- 72.8 The independent Chairperson in conjunction with the University will endeavour to convene the Committee within 7 working days of the matter being referred by the Vice-Chancellor.
- 72.9 The Redundancy Review Committee will act in accordance with Natural Justice and Procedural Fairness, including the following:
- a) allowing the Staff Member and the University the opportunity to establish their case through a written or verbal submission (or both);
 - b) allowing the Staff Member and the University to be represented throughout the review in accordance with Clause 72.3;
 - c) allowing the Staff Member and their Union/Nominated Representative and the University the opportunity to see all documentation and hear all verbal submissions provided to the Committee, and have the opportunity to respond to such documents and submissions;

provided that the Review Committee may place reasonable limits on the opportunity to make and respond to submissions to ensure that the duration of the proceedings is not unduly prolonged.

- 72.10 The Redundancy Review Committee may seek such further material and documentation or interview other persons it considers appropriate, provided that the Committee is not entitled to access information which is legally privileged or commercial-in-confidence.
- 72.11 The Redundancy Review Committee will determine whether the University, in deciding to declare a Staff Member's position Redundant:
- a) complied with the provisions of Clause 69, *Change Management and Consultation*, and Clause 71, *Redeployment and Redundancy (Academic Staff)*;
 - b) otherwise acted fairly, properly, without discrimination and in accordance with Natural Justice and Procedural Fairness; and
 - c) used fair and objective criteria to determine which positions should be declared Redundant.
- 72.12 The Redundancy Review Committee will endeavour to report in writing its findings and recommendations to the Vice-Chancellor within 15 working days of its determination.
- 72.13 The Chairperson will provide a copy of the report to the University, the Staff Member and their Union/Nominated Representative.
- 72.14 The Vice-Chancellor must take into account the Review Committee's findings and recommendations in making his or her determination on whether or not to confirm the decision to make the position Redundant.
- 72.15 The Staff Member will be informed by the University of the Vice-Chancellor's determination.
- 72.16 Where the Vice-Chancellor confirms the decision to make the position Redundant, the University will continue with Clause 71, *Redeployment and Redundancy (Academic Staff)*.
- 72.17 Where the Staff Member initiates and progresses a review in accordance with this Clause 72, the Redeployment Period defined in Clause 71, *Redeployment and Redundancy (Academic Staff)* will not commence until Clause 72 has been finalised.
- 72.18 Nothing in this Clause 72 prevents the utilisation of Clause 68, *Dispute Resolution Procedure*.
- 72.19 Notwithstanding Clause 72.18, if a dispute matter is raised following the Vice-Chancellor's determination, the University or the Unions may refer the dispute matter directly to FWA for resolution in accordance with Clause 68.5(d).

STAFF CONDUCT AND WORK PERFORMANCE

73 Management of Unsatisfactory Work Performance

73.1 This Clause 73 does not apply to Casual Staff Members or probationary Staff Members.

73.2 This Clause 73 will apply in conjunction with Schedule 12.2, *Transitional Arrangements – Change, Staff Conduct and Work Performance*.

73.3 Definitions

Performance Improvement Plan (PIP) means the document prepared by the Line Manager in consultation with the Staff Member which provides for improving work performance to an acceptable and sustainable standard, and which includes:

- a) the performance issues to be addressed and improvements or outcomes (or both) required;
- b) the timeframe within which improvements are to be achieved and a schedule of meetings to be held between the Line Manager and Staff Member during this period;
- c) the manner in which improvements will be assessed and the reasonable progress points for review of the Staff Member's progress towards the stated outcomes; and
- d) any support and resources available to the Staff Member as considered necessary by the Line Manager to assist the Staff Member improve their performance.

Review Committee has the meaning of the definition at Clause 3, *Definitions*.

Unsatisfactory Work Performance means where a Staff Member has failed to meet over a reasonable period the standard of performance that meets the expectations of the University.

73.4 Principles

73.4.1 The Line Manager and the Staff Member will work cooperatively, including acting and making decisions in a reasonable manner, toward a favourable outcome and use their best endeavours to achieve the required standards of performance.

73.4.2 Persons involved in the formal work performance process will use their best endeavours to meet specified timeframes. If there are extenuating circumstances any request for extension of timeframes will not unreasonably be refused.

73.4.3 Matters of Unsatisfactory Work Performance will be dealt with in the first instance through informal discussions at the local level. In matters relating to self-directed academic work, a Staff Member's Workload and performance expectations clarified and documented in annual WPPR discussions, conducted in accordance with Clause 55, *Work Planning*

and Performance Review, will be taken into account in determining reasonable timeframes for improvement through informal discussion.

- 73.4.4 While the informal discussions or counselling, or both, referred to in Clause 73.5, *Commencement of Unsatisfactory Work Performance*, do not form part of the formal Unsatisfactory Work Performance Process, they may be referred to and taken into account during the formal process and in determining appropriate sanctions.
- 73.4.5 Informal discussions about poor performance may take place with Academic Staff Member during the annual WPPR if they have not met their performance outcomes.
- 73.4.6 A record of all meetings pertaining to the formal work performance process with the Staff Member will be taken by the University and a copy provided to the Staff Member.
- 73.4.7 The Staff Member will be afforded Natural Justice and Procedural Fairness.
- 73.4.8 Decisions to apply a sanction are to be made by the relevant Executive Manager, other than decisions to demote the Staff Member to a lower classified position or to terminate the Staff Member's employment, which are to be made by the Vice-Chancellor.
- 73.4.9 Any dispute regarding the interpretation of this Clause 73 may be dealt with in accordance with Clause 68, *Dispute Resolution Procedure*.

73.5 Step 1 - Commencement of Unsatisfactory Work Performance Process

- 73.5.1 When, in the view of the Line Manager, a work performance issue has not been remedied through informal discussions between the Line Manager and the Staff Member, or counselling (or both), the Line Manager may initiate a formal performance management process in accordance with this Clause 73.
- 73.5.2 The Line Manager will notify the Staff Member in writing that their work performance is unsatisfactory and is to be dealt with in accordance with this Clause 73. The notice will include:
- a) the nature of the Unsatisfactory Work Performance and examples of where standards are not currently being met and the performance required;
 - b) details of the process to be followed and possible sanctions (this may be satisfied by attaching a copy of this Clause 73);
 - c) the representational rights of the Staff Member (this may be satisfied by attaching a copy of this Clause 73; and
 - d) the requirement for the Staff Member to attend a formal meeting to develop the PIP.

73.5.3 The Line Manager and the Staff Member will attend a formal meeting convened by the Line Manager to develop the PIP. If the Staff Member and the Line Manager cannot agree the content of the PIP, the Line Manager will determine the content.

73.5.4 The Line Manager and the Staff Member will attend regular meetings convened in accordance with the schedule of meetings stated in the PIP to review and assess the Staff Member's progress towards the stated outcomes.

73.5.5 If the Staff Member achieves the improvements as stated in the PIP in a sustainable way, the Line Manager will record the outcome, place a copy of the record on the Staff Member's personnel file and advise the Staff Member in writing of the successful conclusion of the process.

73.5.6 If:

- a) at a progress point stated in the PIP, the Line Manager is of the view that a stated progress outcomes have not been achieved to such a material extent that it is likely the Staff Member's improved performance will not be demonstrated; or
- b) at the conclusion of the PIP, the Staff Member has failed to achieve the stated outcomes in a sustainable manner;

the Line Manager may refer the matter to the appropriate Executive Manager by way of written report, detailing the nature of the performance issue, the process undertaken to resolve the matter, reasons for any conclusions and recommended sanctions if any.

73.5.7 If the Line Manager decides to refer the matter, he or she will, within 5 working days of the relevant progress point or conclusion of the PIP, provide:

- a) the written report to the Executive Manager; and
- b) a copy to the Staff Member.

73.5.8 Any written response by the Staff Member to the Line Manager's report must be provided to the Executive Manager within 10 working days of receipt of the report unless extenuating circumstances exist and the Executive Manager and the Staff Member agree to an extension. The Staff Member may include any reason why the Staff Member believes a sanction should not be imposed in accordance with the provisions of this Clause 73 and any mitigating circumstances they believe should be taken into account.

73.6 Step 2 - Assessment of Work Performance by Executive Manager

73.6.1 After consideration of the Line Manager's report and any written response from the Staff Member, having particular regard to the process to ensure all reasonable steps have been taken to provide the Staff Member with the opportunity to meet the improvements required, the Executive Manager will:

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- a) conclude there is no performance issue(s) to be rectified in which case the Staff Member will be notified of this and no further action will be taken;
 - b) refer the performance issue(s) back to the Line Manager with advice on further dealing with the performance issues including rectifying any deficiencies in the process;
 - c) impose a sanction in accordance with Clause 73.9; or
 - d) in consultation with the Director, Human Resources or nominee, recommend to the Vice-Chancellor that he or she impose a sanction of demotion or termination of the Staff Member's employment (with notice or with payment in lieu of notice), in accordance with Clause 73.9.

73.6.2 The Executive Manager will advise the Staff Member in writing of his or her decision.

73.6.3 If the decision of the Executive Manager is to recommend demotion or termination of employment, the Staff Member may, within 10 working days of the date of the decision, request in writing to the Vice-Chancellor for a Review Committee to be convened in accordance with Clause 73.7.

73.7 Step 3 - Review Committee

73.7.1 Subject to Clause 73.6.3, the Role of the Review Committee is to:

- a) review:
 - i) the process (based upon documentation submitted to the Review Committee);
 - ii) the Executive Manager's recommended sanctions arising from that process; and
 - iii) any written submissions from the Staff Member and the University: and
- b) make findings on the process as to:
 - i) whether or not the Staff Member was afforded Natural Justice and Procedural Fairness; and
 - ii) whether or not the recommended sanction is appropriate.

73.7.2 In undertaking its role, the Review Committee will issue procedural directions for submissions from the Executive Manager and the Staff Member pertaining to the Staff Member's appeal.

73.7.3 The review will be conducted by only having regard to written submissions and accompanying supporting evidence.

73.7.4 The Review Committee, in finding whether or not the Staff Member was afforded procedural fairness, will also consider the reasonableness of the timeframe for improvement.

73.7.5 The Review Committee determination will be restricted to a majority finding that:

- a) the process was valid; or
- b) the process should commence again from the point of process failure; or
- c) the sanction was or was not appropriate;

provided that any failure in the process does not prevent the University from dealing with substantive issues. Subject to Clause 73.7.5(a) to (c), the University may initiate the process again from the relevant point in the process.

73.7.6 The Chairperson will report in writing to the Vice-Chancellor the findings of the Committee's review.

73.8 Step 4 - Review of Unsatisfactory Work Performance Process by the Vice-Chancellor

Within 10 working days of receiving the recommendation from the Executive Manager, or the written report of the Review Committee, whichever is applicable, the Vice-Chancellor will determine the appropriate sanction, if any, having regard to the recommendation of the Executive Manager, any report from a Review Committee. The Staff Member will be notified in writing of the Vice-Chancellor's decision and the reasons for that decision.

73.9 Step 5 – Sanction

The sanctions that may be imposed by the University in response to a finding of Unsatisfactory Work Performance in accordance with the provisions of this Clause 73 include formal censure or reprimand and one of the following:

- a) withholding or reducing an increment;
- b) transfer to another position within the University;
- c) removal from University office bearing roles;
- d) reversion to a substantive appointment if a variation to employment contract exists (if reversion results in appointment to a lower classified position it will be deemed to be a demotion for the purposes of this Clause 73);
- e) demotion to a lower classified position;
- f) termination of employment with appropriate notice or payment in lieu thereof.

74 Misconduct or Serious Misconduct

74.1 This Clause 74 will apply in conjunction with Schedule 12.2, *Transitional Arrangements – Change, Staff Conduct and Work Performance*.

74.2 Definitions

Disciplinary Process means the process prescribed in this Clause 74, *Misconduct or Serious Misconduct*.

Misconduct means a breach of appropriate standards of conduct expected of Staff Members at the University.

Serious Misconduct means any or all of the following:

- a) serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of a Staff Member's duties or to a Staff Member's colleague(s) carrying out their duties;
- b) serious dereliction of the duties required of a Staff Member's office;
- c) conviction by a Court of an offence that constitutes a serious impediment to the carrying out of a Staff Member's duties or to a Staff Member's colleague(s) carrying out their duties.

74.3 Application

74.3.1 For the purposes of this Clause 74, all references to Misconduct are taken to include Serious Misconduct.

74.3.2 This Clause 74 does not apply to Casual Staff Members or probationary Staff Members.

74.3.3 The University will comply with this Clause 74 before applying a disciplinary sanction against a Staff Member for Misconduct or Serious Misconduct, except where the University is subject to the provisions of any relevant State legislation and follows lawful direction of the regulators acting in their legislated role.

74.3.4 Decisions to apply a disciplinary sanction or to suspend a Staff Member are to be made by the relevant Executive Manager, other than decisions to suspend without pay or to terminate the Staff Member's employment, which are to be made by the Vice-Chancellor.

74.4 Principles

74.4.1 All Staff Members are required to comply with Curtin's Code of Conduct and Curtin's Guiding Ethical Principles, all relevant laws of the State, Commonwealth or other jurisdiction as appropriate, and all lawful and reasonable directions of the University.

74.4.2 The disciplinary process set out in this Clause 74 will be conducted at all stages having regard to Natural Justice and Procedural Fairness.

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- 74.4.3 A Staff Member may be represented by their Union/Nominated Representative throughout the conduct of the disciplinary process.
- 74.4.4 A record of all meetings pertaining to the formal disciplinary process with the Staff Member will be kept by the University and a copy of these meeting records will be provided to the Staff Member.
- 74.4.5 Persons involved in the formal disciplinary process will use their best endeavours to meet specified timeframes. If there are extenuating circumstances any request for extension of timeframe will not unreasonably be refused.
- 74.4.6 Any dispute regarding the interpretation of this Clause 74 may be dealt with in accordance with Clause 68, *Dispute Resolution Procedure*.

74.5 Step 1 - Enquiry into Matters Concerning Staff Member's Conduct

- 74.5.1 A Line Manager will normally deal with matter(s) concerning a Staff Member's conduct through initial enquiry into the matter(s) and resolution at the local level using appropriate interventions, including counselling, mediation, and staff training.
- 74.5.2 Notwithstanding Clause 74.5.1, if the Line Manager:
- a) is unable to resolve the matter(s) at the local level; or
 - b) is of the view that it is not appropriate to deal with the matter(s) at the local level; or
 - c) is of the view the conduct is sufficiently serious as to result in termination of employment; or
 - d) perceives a conflict of interest on their part in dealing with the matter(s);
- the Line Manager will refer the matter(s) to the relevant Executive Manager for further consideration.
- 74.5.3 If the matter doesn't warrant formal investigation, the Executive Manager will resolve the matter at the local level.
- 74.5.4 If the Executive Manager is of the view that the matter(s) warrant formal investigation, the Executive Manager will identify the allegation(s) to be investigated by the University, and may undertake preliminary enquiries for that purpose.

74.6 Step 2 - Notification of Allegation(s)

The Executive Manager will write to the Staff Member to:

- a) notify the Staff Member of the allegation(s) being investigated by the University in sufficient detail to enable the Staff Member to properly respond to the allegation(s), including why the actions or behaviour or both may constitute Misconduct;

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- b) advise if a decision has been made to suspend the Staff Member in accordance with Clause 74.12 until a decision on sanction has been applied and any conditions regarding the Staff Member's access to the University;
 - c) inform the Staff Member of their right to be represented by their Union/Nominated Representative throughout the disciplinary process;
 - d) require the Staff Member to submit any written response to the allegation(s) within 10 working days or other period as agreed between the Executive Manager and the Staff Member;
 - e) inform the Staff Member of the disciplinary action that may be taken in accordance with this Clause 74 if the allegation(s) is substantiated; and
 - f) provide the Staff Member with a copy of this Clause 74.

74.7 Step 3 - Response by Staff Member to Allegations

74.7.1 If the Staff Member admits the allegation(s) in full, the Executive Manager may decide to:

- a) refer the matter back to the Line Manager with advice on further dealing with the matter; which may include taking no further action; or
- b) apply appropriate disciplinary sanction other than demotion or termination of employment ; or
- c) make recommendation to the Vice-Chancellor to demote or to terminate the employment of the Staff Member on the grounds of Serious Misconduct.

74.7.2 If the Staff Member fails to respond to the allegation(s) within the required timeframe, the Executive Manager will refer the allegation(s) for investigation and written report in accordance with the terms of this Clause 74.

74.7.3 If the Staff Member denies the allegation(s) in part or in full, the Executive Manager will either:

- a) refer the allegation(s) for investigation and written report in accordance with the terms of this Clause 74; or
- b) inform the Staff Member in writing that no further action will be taken, having considered the Staff Member's response and formed the view that there has been no Misconduct or Serious Misconduct; or
- c) refer the matter back to the Line Manager for further action at the local level.

74.8 Step 4 - Investigation

- 74.8.1 The Executive Manager will appoint a suitable, experienced, internal or external investigator to undertake the investigation of allegation(s) and to make a written report.
- 74.8.2 The Executive Manager will inform the Staff Member whose conduct is being investigated of any investigation undertaken in accordance with this Clause 74.
- 74.8.3 The Executive Manager will provide a copy of the investigator's report to the Staff Member.
- 74.8.4 The Staff Member must provide their response to the report, if any, to the Executive Manager within 10 working days or other period as agreed between the Staff Member and the Executive Manager.
- 74.8.5 The Executive Manager will consider the Staff Member's response, if any, and make his or her decision within 10 working days. The Executive Manager may determine that the allegation(s) of Misconduct:
- a) is not substantiated; or
 - b) is substantiated in part or in full and apply appropriate disciplinary sanction, other than termination of employment; or
 - c) is substantiated in part or in full and make recommendation to the Vice-Chancellor to terminate the employment of the Staff Member on the grounds of Serious Misconduct.
- 74.8.6 The Executive Manager will provide the Staff Member with a copy of his or her determination.
- 74.8.7 If the written determination of the Executive Manager is to recommend disciplinary sanction in accordance with Clause 74.11(f), (g), (h) and (i) the Staff Member may within 10 working days of the date of the determination request in writing to the Vice-Chancellor for a Review Committee to be convened in accordance with Clause 74.9.

74.9 Step 5 - Review Committee

- 74.9.1 Subject to Clause 74.8.7, the Role of the Review Committee is to:
- a) review:
 - i) the process (based upon documentation submitted to the Review Committee);
 - ii) the Executive Manager's recommended sanctions arising from that process; and
 - iii) any written submissions from the Staff Member and the University; and

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- b) make findings on the process as to:
- i) whether or not the Staff Member was afforded Natural Justice and Procedural Fairness; and
 - ii) whether or not the recommended sanction is appropriate.

74.9.2 In undertaking its role the Review Committee will issue procedural directions for submissions from the Executive Manager and the Staff Member pertaining to the Staff Member's appeal.

74.9.3 The review will be conducted by only having regard to written submission and accompanying supporting evidence.

74.9.4 The Review Committee determination will be restricted to a majority finding that:

- a) the process was valid; or
- b) the process should commence again from the point of process failure; or
- c) the sanction was or was not appropriate;

provided that any failure in the process does not prevent the University from dealing with substantive issues. Subject to Clause 74.9.4(a) to (c), the University may initiate the process again from the relevant point in the process.

74.9.5 The Chairperson will report in writing to the Vice-Chancellor the findings of the Committee's review.

74.10 Step 6 - Decision in Relation to Allegations of Misconduct or Serious Misconduct

74.10.1 The Executive Manager or the Vice-Chancellor may make a decision after the application of Step 3 if the Staff Member admits the allegation(s) in full, or following Step 4, subject to the Staff Member exercising their right to appeal to the Review Committee.

74.10.2 The Executive Manager or the Vice-Chancellor may, in making his or her decision, take into account the report of the investigator, recommendations(s) of the Line Manager, the Staff Member's response(s) and any part admissions to the allegation(s), the report of any Review Committee, and any other matter the Executive Manager or the Vice-Chancellor considers appropriate.

74.10.3 Within 10 working days of receiving the recommendation from the Executive Manager, or the report of the Review Committee, whichever is applicable, the Vice-Chancellor will determine a disciplinary sanction and he or she will advise the Staff Member and the Line Manager of his or her decision and the reasons for his or her decision.

74.11 Step 7 - Disciplinary sanction

74.11.1 The disciplinary sanctions that may be imposed by the University in response to a finding of Misconduct or Serious Misconduct in accordance with the provisions of this Clause 74 include formal censure or reprimand and any one or more of the following, although no more than one of (d) to (i) may be imposed:

- a) directive from Line Manager(s) to undertake relevant training and education;
- b) withholding an increment;
- c) withdrawal of other benefits;
- d) transfer to another suitable position in the University;
- e) removal from any appointment or Office to which the Staff Member is assigned by the University, while remaining in the employ of the University;
- f) reversion to substantive appointment where a variation to employment contract exists;
- g) demotion by one or more classification levels or increments;
- h) termination of employment with notice;
- i) termination of employment without notice.

74.11.2 The Vice-Chancellor will only impose the sanction at Clause 74.11.1(h) and (i) in the case of findings of Serious Misconduct.

74.12 Suspension

74.12.1 If the allegation is of a sufficiently serious nature that it would, if substantiated, result in termination of employment, the Executive Manager may decide, following consultation with the Director, Human Resources or Associate Director(s) (Human Resources):

- a) to suspend the Staff Member on Full Pay until a decision on sanction has been applied; or
- b) to recommend to the Vice-Chancellor to suspend the Staff Member without pay in accordance with Clause 74.12.2 until a sanction has been applied, subject to Clause 74.12.3.

74.12.2 Any decision by the Executive Manager or the Vice-Chancellor to suspend the Staff Member will be made in accordance with the following:

- a) the Staff Member will be advised in writing as soon as practicable after the decision to suspend is made;

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- b) during any period of suspension, the University will allow the Staff Member reasonable access to the University for the preparation of their case and to collect personal property; and
 - c) in cases of financial hardship the University will permit a Staff Member:
 - i) to access accrued leave payments; or
 - ii) apply to the Vice-Chancellor for a hardship payment; or
 - iii) engage in paid employment outside of the University that does not constitute a conflict of interest during the period in which the Staff Member would otherwise be suspended without pay.

74.12.3 The maximum period a Staff Member may be suspended without pay is 60 working days. If a Staff Member has been suspended without pay and no allegation(s) of Misconduct is substantiated at the completion of the disciplinary process, then the University will restore the Staff Member's pay and other entitlements withheld during the period of suspension.

CEASING EMPLOYMENT

75 Resignation of a Staff Member

- 75.1 This Clause 75 does not apply to Casual Staff Members.
- 75.2 Unless otherwise agreed between the Staff Member and their Line Manager:
- a) an Academic Staff Member may terminate their employment with the University with not less than 13 weeks written notice; and
 - b) a Professional and General Staff Member may terminate their employment with the University with not less than 4 weeks written notice.
- 75.3 If a Staff Member fails to provide the notice prescribed in Clause 75.2, the University may withhold from monies due to the Staff Member on termination the equivalent to the period of notice not given to a maximum of 4 weeks.

76 Termination by the University

A Staff Member's employment with the University may only be terminated at the initiative of the University under this Agreement in accordance with the following clauses:

- a) Clause 13.2, *Probation*;
- b) Clause 17, *Curtin Research Contracts*;
- c) Clause 70, *Redeployment and Redundancy (Professional and General Staff)*;
- d) Clause 71, *Redeployment and Redundancy (Academic Staff)*;
- e) Clause 73, *Management of Unsatisfactory Work Performance*;
- f) Clause 74, *Misconduct or Serious Misconduct*;
- g) Clause 77, *Termination on the Grounds of Ill Health*.

77 Termination on the Grounds of Ill-Health

- 77.1 If the relevant Executive Manager forms a view that a Staff Member's ongoing capacity to perform their duties is in doubt, the Director, Human Resources or Associate Director(s) (Human Resources) may, by providing written notice of no less than 4 weeks, require the Staff Member to undergo a specialist medical examination.
- 77.2 The University will bear the cost of the medical examination. A copy of the medical specialist's written report will be made available to the Director, Human Resources or Associate Director(s) (Human Resources) and the Staff Member.
- 77.3 If the medical specialist's report reveals that:
- a) the Staff Member is unable to perform their full duties; and

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- b) is unlikely to be able to resume them within a reasonable period, being not less than 52 weeks;

the Vice-Chancellor may terminate the employment in accordance with the notice required by the Staff Member's contract of employment or, if no notice is specified:

- i) in the case of an Academic Staff Member, a period of 26 weeks notice; and
- ii) in the case of a Professional and General Staff Member, 8 weeks notice.

77.4 If a Staff Member, prior to the expiry of the notice period under Clause 77.1, applies to their superannuation fund for ill-health retirement or temporary disability benefit, the requirement for a medical examination under Clause 77.1 will lapse. No further action under Clause 77.1 will be taken by the Vice-Chancellor, unless the Staff Member's application process is terminated for any reason and the Executive Manager remains of the view formed at Clause 77.1, in which case the process under this Clause 77 will continue.

77.5 Within 10 working days of the medical specialist's report being made available, the Staff Member or their Union/Nominated Representative may request the Vice-Chancellor not terminate the employment until the findings of the medical specialist's report are confirmed by a medical specialist as agreed between the University and the Staff Member.

77.6 In assessing whether or not a Staff Member is unable to perform their duties, the medical specialist will be expected to:

- a) in the case of an Academic Staff Member, as far as possible, use the same standards used by the relevant superannuation scheme in determining qualification for payment of a disability benefit; and
- b) in the case of a Professional and General Staff Member, assess the nature of the illness or injury against the inherent requirement(s) of the position outlined in the relevant description of the work required to be performed, inclusive of the same standards used by the relevant superannuation scheme in determining qualification for payment of a disability benefit.

77.7 The Director, Human Resources or Associate Director(s) (Human Resources) may construe a Staff Member's failure to comply with the provisions of Clause 77.1 within 13 weeks as prima facie evidence that a medical examination would have found the Staff Member:

- a) unable to perform their duties; and
- b) is unlikely to resume them within a period of not less than 52 weeks; and

the Vice Chancellor may terminate the Staff Member's employment in accordance with the notice required by the Staff Member's contract of employment.

77.8 The refusal to undertake a medical examination will not constitute Misconduct or lead to a greater penalty or loss of entitlement than would have resulted from an adverse medical report.

78 Pre-Retirement Arrangements

78.1 For the purposes of this Clause 78, the following definition(s) will apply:

78.2 **Pre-retirement Contract** means a contract of employment whereby a Staff Member terminates their existing Continuing Appointment contract and accepts a new Fixed Term Appointment contract, whereby:

- a) transitional retirement arrangements as selected by the Staff Member from the options provided by Clause 78.6 are incorporated;
- b) right to redundancy payment is relinquished; and
- c) all other conditions of employment remain the same.

78.3 A Full-time Staff Member on a Continuing Appointment may apply to enter into a Pre-retirement Contract with the University in accordance with the provisions of this Clause 78.

78.4 The Staff Member will be responsible for investigating the impact of the Pre-retirement Contract on their superannuation, leave entitlements, and taxation prior to committing to the contract.

78.5 A Staff Member may apply to the Director, Human Resources or nominee to vary the Pre-retirement Contract in the event of exceptional circumstances beyond the control of the Staff Member. The application must be supported by relevant information. A variation to the Pre-retirement Contract will require the agreement of the Staff Member, the relevant Line Manager and the Director, Human Resources or nominee.

78.6 Pre-Retirement Arrangement Options

78.6.1 A Staff Member may seek to include in their Pre-retirement Contract one of the two transitional retirement arrangements as provided in Clause 78.6.2 or 78.6.3.

78.6.2 If the Staff Member nominates a retirement date which is at least 3 years and no more than 5 years in advance:

- a) the Staff Member may reduce their normal time fraction (FTE) to no less than 50% (0.5 FTE); and
- b) the University will continue to pay to the Staff Member's superannuation fund:
 - i) the employer contribution amount as if the Staff Member had not reduced their time fraction as part of this pre-retirement arrangement; and

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- ii) the difference between the Staff Member's employee contribution amount as a result of this pre-retirement arrangement and the previous employee contribution amount.

78.6.3 Alternatively, if the Staff Member nominates a retirement date which is no more than 3 years in advance:

- a) the Staff Member will be paid an additional salary benefit of 10% payable on base salary, subject to:
 - i) the requirements of the Faculty, School or Area; and
 - ii) the additional salary benefit is payable on monies received at termination, except for accrued or pro-rata leave entitlements accumulated prior to the date of commencement of the new Pre-retirement Contract.

78.6.4 A Staff Member's employer superannuation contribution will be paid in accordance with the Staff Member's superannuation scheme.

78.6.5 The pre-retirement arrangements will prevail if there is inconsistency between the provisions of this Clause 78 and any provisions for leave.

78.7 Long Service Leave and Pre-retirement Arrangements

A Staff Member who has accrued an initial LSL entitlement may elect to forego accruing further LSL and in lieu receive a 3% increase in salary as a condition of a Pre-retirement Contract.

79 Voluntary Early Retirement

79.1 The University may offer a voluntary early retirement scheme in accordance with Australian Taxation Office requirements.

79.2 The IMCC may consider and comment to the University on the conditions of the scheme.

SCHEDULES

Schedule 1 Staff Salaries

1. All tables of Schedule 1, *Staff Salaries* reflect the salary increases provided at Clause 30, *Salary and Increments*.
2. Table 1 shows the minimum annual salary prescribed for the appropriate classification level of Academic Staff Member positions, other than those within CE.
3. Table 2 shows the minimum annual salary prescribed for the appropriate classification level of Academic Staff Members appointed in accordance with Clause 23.6, *Scholarly Teaching Fellows*.
4. Tables 3 and 4 show the minimum annual salary prescribed for the appropriate classification level of Professional and General Staff Member positions.
5. Table 5 shows the minimum hourly salary rate prescribed for a Casual Professional and General Staff Member engaged under Clause 21.5, *Casual Employment in Recreation Services*.

Table 1 - Academic Staff Salaries

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
\$ per annum						
Associate Lecturer						
ALA	1	58,091	60,415	62,832	65,346	67,960
ALA	2	61,404	63,861	66,416	69,073	71,836
ALA	3	64,727	67,317	70,010	72,811	75,724
ALA	4	68,045	70,767	73,598	76,542	79,604
ALA	5	70,743	73,573	76,516	79,577	82,761
ALA	*6	73,439	76,377	79,433	82,611	85,916
ALA	7	76,137	79,183	82,351	85,646	89,072
ALA	8	78,831	81,985	85,265	88,676	92,224
Lecturer						
ALB	1	82,979	86,299	89,751	93,342	97,076
ALB	2	86,095	89,539	93,121	96,846	100,720
ALB	3	89,199	92,767	96,478	100,338	104,352
ALB	4	92,317	96,010	99,851	103,846	108,000
ALB	5	95,426	99,244	103,214	107,343	111,637
ALB	6	98,537	102,479	106,579	110,843	115,277

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
Senior Lecturer						
ALC	1	101,647	105,713	109,942	114,340	118,914
ALC	2	104,761	108,952	113,311	117,844	122,558
ALC	3	107,870	112,185	116,673	121,340	126,194
ALC	4	110,983	115,423	120,040	124,842	129,836
ALC	5	114,092	118,656	123,403	128,340	133,474
ALC	6	117,207	121,896	126,772	131,843	137,117
Associate Professor						
ALD	1	122,394	127,290	132,382	137,678	143,186
ALD	2	126,541	131,603	136,868	142,343	148,037
ALD	3	130,687	135,915	141,352	147,007	152,888
ALD	4	134,835	140,229	145,839	151,673	157,740
Professor						
ALE	1	157,658	163,965	170,524	177,345	184,439
Head of School Allowance						
(Code 222S)		15,766	16,397	17,053	17,735	18,444
Head of Department Allowance						
(Code 222NS)		7,883	8,199	8,527	8,868	9,222
Dean's Allowance						
(Code 104)		15,766	16,397	17,053	17,735	18,444
(Code 104) NS		15,766	16,397	17,053	17,735	18,444
* Minimum salary level for PhD appointments and Subject Coordinator Point						

Table 2 – Scholarly Teaching Fellows (STFs) Salaries

Classification	Step	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
\$ per annum						
STF	1	73,439	76,377	79,433	82,611	85,916
STF	2	76,137	79,183	82,351	85,646	89,072
STF	3	78,831	81,985	85,265	88,676	92,224
STF	4	82,979	86,299	89,751	93,342	97,076
STF	5	86,095	89,539	93,121	96,846	100,720

Table 3 - Professional and General Staff Salaries (Single Level)

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
\$ per annum						
Trainees						
G/A	1	23,208	24,137	25,103	26,108	27,153
G/A	2	27,851	28,966	30,125	31,330	32,584
G/A	3	32,495	33,795	35,147	36,553	38,016
G/A	4	37,135	38,621	40,166	41,773	43,444
G/A	5	41,776	43,448	45,186	46,994	48,874
G/A	6	46,420	48,277	50,209	52,218	54,307
Non Adult Apprentice						
G/B	1	19,494	20,274	21,085	21,929	22,807
G/B	2	25,531	26,553	27,616	28,721	29,870
G/B	3	34,814	36,207	37,656	39,163	40,730
G/B	4	41,776	43,448	45,186	46,994	48,874
Adult Apprentice						
G/C	1	38,992	40,552	42,175	43,862	45,617
G/C	2	40,847	42,481	44,181	45,949	47,787
G/C	3	42,704	44,413	46,190	48,038	49,960
G/C	4	46,420	48,277	50,209	52,218	54,307

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
General Staff						
G01		Refer GJ01				
G02	1	44,103	45,868	47,703	49,612	51,597
G02	2	45,031	46,833	48,707	50,656	52,683
G02	3	45,726	47,556	49,459	51,438	53,496
G03	1	46,422	48,279	50,211	52,220	54,309
G03	2	47,818	49,731	51,721	53,790	55,942
G03	3	49,208	51,177	53,225	55,354	57,569
G03	4	50,602	52,627	54,733	56,923	59,200
G04	1	53,388	55,524	57,745	60,055	62,458
G04	2	54,314	56,487	58,747	61,097	63,541
G04	3	55,244	57,454	59,753	62,144	64,630
G04	4	56,171	58,418	60,755	63,186	65,714
G05	1	58,028	60,350	62,764	65,275	67,886
G05	2	59,885	62,281	64,773	67,364	70,059
G05	3	61,742	64,212	66,781	69,453	72,232
G05	4	63,600	66,144	68,790	71,542	74,404
G06	1	67,318	70,011	72,812	75,725	78,754
G06	2	68,707	71,456	74,315	77,288	80,380
G06	3	70,101	72,906	75,823	78,856	82,011
G06	4	71,493	74,353	77,328	80,422	83,639
G07	1	74,278	77,250	80,340	83,554	86,897
G07	2	76,138	79,184	82,352	85,647	89,073
G07	3	77,992	81,112	84,357	87,732	91,242
G07	4	79,849	83,043	86,365	89,820	93,413
G08	1	83,561	86,904	90,381	93,997	97,757
G08	2	85,418	88,835	92,389	96,085	99,929
G08	3	87,277	90,769	94,400	98,176	102,104
G08	4	89,135	92,701	96,410	100,267	104,278

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
G09	1	97,493	101,393	105,449	109,667	114,054
G09	2	99,344	103,318	107,451	111,750	116,220
G09	3	101,203	105,252	109,463	113,842	118,396
G09	4	103,059	107,182	111,470	115,929	120,567
G10 (10A)	1	104,453	108,632	112,978	117,498	122,198
G10	2	109,561	113,944	118,502	123,243	128,173
G10	3	114,664	119,251	124,022	128,983	134,143
G11 (10B)	1	120,702	125,531	130,553	135,776	141,208
G11	2	126,269	131,320	136,573	142,036	147,718
G11	3	131,843	137,117	142,602	148,307	154,240

Table 4 - Professional and General Staff Salaries (Joint Level)

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
General Staff						
GJ01	1	40,853	42,488	44,188	45,956	47,795
GJ01	2	41,780	43,452	45,191	46,999	48,879
GJ01	3	42,708	44,417	46,194	48,042	49,964
GJ01	4	44,103	45,868	47,703	49,612	51,597
GJ01	5	45,031	46,833	48,707	50,656	52,683
GJ01	6	45,726	47,556	49,459	51,438	53,496

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
GJ02	1	44,103	45,868	47,703	49,612	51,597
GJ02	2	45,031	46,833	48,707	50,656	52,683
GJ02	3	45,726	47,556	49,459	51,438	53,496
GJ02	4	46,422	48,279	50,211	52,220	54,309
GJ02	5	47,818	49,731	51,721	53,790	55,942
GJ02	6	49,208	51,177	53,225	55,354	57,569
GJ02	7	50,602	52,627	54,733	56,923	59,200
GJ03	1	46,422	48,279	50,211	52,220	54,309
GJ03	2	47,818	49,731	51,721	53,790	55,942
GJ03	3	49,208	51,177	53,225	55,354	57,569
GJ03	4	50,602	52,627	54,733	56,923	59,200
GJ03	5	53,388	55,524	57,745	60,055	62,458
GJ03	6	54,314	56,487	58,747	61,097	63,541
GJ03	7	55,244	57,454	59,753	62,144	64,630
GJ03	8	56,171	58,418	60,755	63,186	65,714
GJ04	1	53,388	55,524	57,745	60,055	62,458
GJ04	2	54,314	56,487	58,747	61,097	63,541
GJ04	3	55,244	57,454	59,753	62,144	64,630
GJ04	4	56,171	58,418	60,755	63,186	65,714
GJ04	5	58,028	60,350	62,764	65,275	67,886
GJ04	6	59,885	62,281	64,773	67,364	70,059
GJ04	7	61,742	64,212	66,781	69,453	72,232
GJ04	8	63,600	66,144	68,790	71,542	74,404
GJ05	1	58,028	60,350	62,764	65,275	67,886
GJ05	2	59,885	62,281	64,773	67,364	70,059
GJ05	3	61,742	64,212	66,781	69,453	72,232
GJ05	4	63,600	66,144	68,790	71,542	74,404
GJ05	5	67,318	70,011	72,812	75,725	78,754
GJ05	6	68,707	71,456	74,315	77,288	80,380
GJ05	7	70,101	72,906	75,823	78,856	82,011
GJ05	8	71,493	74,353	77,328	80,422	83,639

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
GJ06	1	67,318	70,011	72,812	75,725	78,754
GJ06	2	68,707	71,456	74,315	77,288	80,380
GJ06	3	70,101	72,906	75,823	78,856	82,011
GJ06	4	71,493	74,353	77,328	80,422	83,639
GJ06	5	74,278	77,250	80,340	83,554	86,897
GJ06	6	76,138	79,184	82,352	85,647	89,073
GJ06	7	77,992	81,112	84,357	87,732	91,242
GJ06	8	79,849	83,043	86,365	89,820	93,413
GJ07	1	74,278	77,250	80,340	83,554	86,897
GJ07	2	76,138	79,184	82,352	85,647	89,073
GJ07	3	77,992	81,112	84,357	87,732	91,242
GJ07	4	79,849	83,043	86,365	89,820	93,413
GJ07	5	83,561	86,904	90,381	93,997	97,757
GJ07	6	85,418	88,835	92,389	96,085	99,929
GJ07	7	87,277	90,769	94,400	98,176	102,104
GJ07	8	89,135	92,701	96,410	100,267	104,278
GJ08	1	83,561	86,904	90,381	93,997	97,757
GJ08	2	85,418	88,835	92,389	96,085	99,929
GJ08	3	87,277	90,769	94,400	98,176	102,104
GJ08	4	89,135	92,701	96,410	100,267	104,278
GJ08	5	97,493	101,393	105,449	109,667	114,054
GJ08	6	99,344	103,318	107,451	111,750	116,220
GJ08	7	101,203	105,252	109,463	113,842	118,396
GJ08	8	103,059	107,182	111,470	115,929	120,567
GJ09	1	97,493	101,393	105,449	109,667	114,054
GJ09	2	99,344	103,318	107,451	111,750	116,220
GJ09	3	101,203	105,252	109,463	113,842	118,396
GJ09	4	103,059	107,182	111,470	115,929	120,567
GJ09	5	104,453	108,632	112,978	117,498	122,198
GJ09	6	109,561	113,944	118,502	123,243	128,173
GJ09	7	114,664	119,251	124,022	128,983	134,143

Classification	Point	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
			\$ per annum			
GJ10	1	104,453	108,632	112,978	117,498	122,198
GJ10	2	109,561	113,944	118,502	123,243	128,173
GJ10	3	114,664	119,251	124,022	128,983	134,143
GJ10	4	120,702	125,531	130,553	135,776	141,208
GJ10	5	126,269	131,320	136,573	142,036	147,718
GJ10	6	131,843	137,117	142,602	148,307	154,240
GJ11	1	120,702	125,531	130,553	135,776	141,208
GJ11	2	126,269	131,320	136,573	142,036	147,718
GJ11	3	131,843	137,117	142,602	148,307	154,240
General Staff Personal Grade						
GP03	5	51,993	54,073	56,236	58,486	60,826
GP04	8	59,885	62,281	64,773	67,364	70,059
GP06	6	74,277	77,249	80,339	83,553	86,896
GP07	8	87,277	90,769	94,400	98,176	102,104

Table 5 – Casual Salary Rates – Curtin Stadium (Professional and General Staff)

	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
		\$ per hour			
As per Clause 21.5	26.11	27.16	28.25	29.38	30.56

Schedule 2 Casual Salary Rates (Academic Staff)

1. The provisions of this Schedule 2 do not apply to Professional and General Staff Members; OSFs; STFs, or Academic Staff Members appointed to positions in CE.
2. The minimum salaries paid to a Casual Academic Staff Member will be the rates as provided below which incorporate a loading of 25% on base salary in lieu of any other entitlements unless otherwise stated in this Agreement.
3. These rates are derived from hourly base rates calculated using the formulae identified in this Schedule 2, and will be applied based upon the explanatory notes contained in this Schedule 2.

	Refer Formula	Code	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %				4%	4%	4%	4%
					\$		
(A) Lecturing							
Normal Lecture <i>(1hr delivery, 2 hrs assoc. working time)</i>	F1	ASLE1	165.54	172.17	179.06	186.23	193.68
Repeat Lecture <i>(As above - applies to subsequent lectures of substantially the same subject matter within 7 days of original lecture)</i>	F1	ASLE2	110.33	114.75	119.34	124.12	129.09
Developed Lecture <i>(1 hr delivery, 3 hrs assoc. working time)</i>	F1	ASLE3	220.71	229.54	238.73	248.28	258.22
Specialised Lecture <i>(1 hr delivery, 4 hrs assoc. working time)</i>	F1	ASLE4	275.90	286.94	298.42	310.36	322.78

	Refer Formula	Code	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %				4%	\$ 4%	4%	4%
(B) Tutorials							
Tutorial <i>(1 hr delivery, 2 hrs assoc. working time)</i>	F3	ASTU1	118.07	122.80	127.72	132.83	138.15
Tutorial Rate as above, where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification	F2	ASTU2	141.19	146.84	152.72	158.83	165.19
Repeat Tutorial <i>(1 hr delivery, 1 hr assoc working time - applies to subsequent delivery of substantially the same subject matter within 7 days)</i>	F3	ASTU4	78.73	81.88	85.16	88.57	92.12
Repeat Tutorial as above where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification	F2	ASTU5	94.16	97.93	101.85	105.93	110.17
(C) Marking							
Marking as a supervising examiner or requiring significant exercise of academic judgement appropriate to an Academic Staff Member at Level B (Lecturer) status	F1	ASMK1	55.17	57.38	59.68	62.07	64.56
Standard marking where duties include full co-ordination or the Staff Member possesses a relevant doctoral qualification	F2	ASMK2	47.07	48.96	50.92	52.96	55.08
Standard marking	F3	ASMK3	39.37	40.95	42.59	44.30	46.08

	Refer Formula	Code	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %				4%	\$ 4%	4%	4%
(D) Undergraduate Clinical Nurse Education							
Little Preparation Required <i>(1 hr delivery, 0.5 hrs assoc. working time)</i>	F3	ASNU1	59.28	61.66	64.13	66.70	69.37
Little Preparation Required - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification.	F2	ASNU2	70.59	73.42	76.36	79.42	82.60
Normal Preparation Required <i>(1 hr delivery, 1 hr assoc. working time)</i>	F3	ASNU3	78.72	81.87	85.15	88.56	92.11
Normal Preparation Time - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	F2	ASNU4	94.16	97.93	101.85	105.93	110.17
(E) Other Required Academic Activity							
Demonstrations, workshops, field excursions, student consultation, etc. <i>(as detailed Note E)</i>	F3	ASOR1	39.38	40.96	42.60	44.31	46.09
Above activities - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	F2	ASOR2	47.07	48.96	50.92	52.96	55.08

	Refer Formula	Code	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %				4%	\$ 4%	4%	4%
(F) Musical Accompanying with Special Educational Services							
Musical Accompanying <i>(1 hr delivery, 1 hr preparation time)</i>	F3	ASMU1	78.73	81.88	85.16	88.57	92.12
Musical Accompanying where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	F2	ASMU2	94.16	97.93	101.85	105.93	110.17
(G) Casual Academic Staff Member Induction				Flat Rate			
Casual Academic Staff Member Induction Program		ASI1	40.00	40.00	40.00	40.00	40.00

Formula 1 (F1)

The hourly base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the Full-time Level B scale and calculated as follows:

$$\frac{\text{Full-Time Level B Step 2 Annual \$/ 52}}{37.5} + 25\% = \text{Casual hourly rate}$$

Formula 2 (F2)

The hourly base rate applicable where the duties include full subject coordination or the Academic Staff Member possesses a relevant doctoral qualification is determined by reference to the 6th step of the Full-time Level A scale and calculated as follows:

$$\frac{\text{Full-Time Level A Step 6 Annual \$/ 52}}{37.5} + 25\% = \text{Casual hourly rate}$$

Formula 3 (F3)

The hourly base rate applicable to all other duties including tutoring rates, other than those covered by Formula 2, is determined by reference to the second step of the Full-time Level A scale and calculated as follows:

$$\frac{\text{Full-Time Level A Step 2 Annual \$/ 52}}{37.5} + 25\% = \text{Casual hourly rate}$$

EXPLANATORY NOTES:

Note A

lecture means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University. *A lecture may form part or all of a seminar.*

The relevant lecture rate is payable for each hour of lecture delivered. The rate is inclusive of delivery of a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and provision of direct associated non-contact duties in the nature of preparation, marking conducted within the lecture and student consultation.

The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days and any direct associated non-contact duties in the nature of marking conducted within the lecture and student consultation.

Note B

tutorial means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University. *A tutorial may form part or all of a seminar.*

The relevant tutorial rate is payable for each hour of tutorial delivered. The rate is inclusive of delivery of a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and provision of directly associated non-contact duties in the nature of preparation, marking conducted within the tutorial and student consultation.

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days and any direct associated non-contact duties in the nature of marking conducted within the tutorial and student consultation.

Note C

The relevant marking rate is payable for any and all assessment or marking work other than that undertaken within the educational delivery described in Notes A, B, D, or E.

Note D

undergraduate clinical education means the conduct of undergraduate education in a clinical setting.

The relevant undergraduate clinical education rate will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, marking conducted within the clinical education setting, and student consultation.

Note E

other required academic activity includes, but is not limited to work that a person, acting as or on behalf of the University requires the Casual Staff Member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship and musical accompanying other than with special educational service;
- development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- consultation with students;

-
- supervision;
 - attendance at departmental or faculty meetings, or both, as directed; and
 - attendance at any other activity associated with the Staff Member's work, as directed.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

The relevant other required activity rate will be paid for each hour of activity delivered as required and demonstrated to have been performed.

Note F

musical accompanying with special educational service means the provision of musical accompaniment to one or more students or Staff Members in the course of teaching by another Academic Staff Member in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

For musical accompanying, a Casual Staff Member will be paid for each hour of accompanying as well as for 1 hour of preparation time for each hour of accompanying delivered.

Schedule 3 Supported Wage System

1. In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which a Staff Member is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Staff Member's productive capacity and agreed wage rate.

2. ***Eligibility criteria***

2.1. Staff Members covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Staff Member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

2.2. This Schedule does not apply to any existing Staff Member who has a claim against the University which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Staff Members who are injured in the course of their employment.

3. ***Supported wage rates***

3.1. Staff Members to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to Table 1 below:

Assessed capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

3.2. Provided that the minimum amount payable must be not less than the amount published from time to time within the latest National Minimum Wage Order \$76 per week as at 1 June 2012).

3.3. If a Staff Member's assessed capacity is 10%, they must receive a high degree of assistance and support.

4. *Assessment of capacity*

4.1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Staff Member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the University and the Staff Member and, if the Staff Member so desires, a Union which the Staff Member is eligible to join.

4.2. All assessments made under this Schedule must be documented in an SWS wage assessment agreement, and retained by the University as a time and wages record in accordance with the Act.

5. *Lodgement of SWS wage assessment agreement*

5.1. All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Staff Member, must be lodged by the University with FWA.

5.2. All SWS wage assessment agreements must be agreed and signed by the Staff Member and University parties to the assessment. Where Unions are not a party to the assessment, the assessment will be referred by FWA to the Unions by certified mail and the agreement will take effect unless an objection is notified to FWA within 10 working days.

6. *Review of assessment*

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process

of review must be in accordance with the procedures for assessing capacity under the supported wage system.

7. *Other terms and conditions of employment*

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Staff Members covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

8. *Workplace adjustment*

Where the University wishes to employ a person under the provisions of this Schedule, reasonable steps must be taken to make changes in the workplace to enhance the Staff Member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. *Trial period*

- 9.1. In order for an adequate assessment of the Staff Member's capacity to be made, the University may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 9.2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for an employment relationship on a Continuing Appointment will be determined.
- 9.3. The minimum amount payable to the Staff Member during the trial period must be no less than the amount determined at Schedule 3(3.2) (\$76 per week as at 1 June 2012).
- 9.4. Work trials should include induction or training as appropriate to the job being trialled.
- 9.5. Where the University and the Staff Member wish to establish a further employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Schedule 3(4), *Assessment of Capacity*.

Schedule 4 Allowances

1. Meal Break during Overtime Allowance

- a) The following allowance(s) is payable in accordance with Clause 27.4.
- b) The rates prescribed in this Schedule 4(1) reflect those payable under the *Public Service Award 1992* as at 8 August 2012.

Breakfast	\$10.30
Midday Meal	\$12.65
Evening Meal	\$15.20

2. Camping Allowance

- a) The following allowance(s) is payable in accordance with Clause 32.1.

Camping location	Daily Rate \$
South of 26 degrees South Latitude	67.65
North of 26 degrees South Latitude	85.60

3. Dirty Work Allowance

- a) The following allowance(s) is payable in accordance with Clause 34.7.

	Daily Rate \$
Dirty Work Allowance	0.54

4. First Aid Allowance

- a) The following allowance(s) is payable in accordance with Clause 32.2.

	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
		\$ per week			
First Aid Allowance	20.00	20.80	21.64	22.51	23.42

5. Health and Safety Representative Allowance

- a) The following allowance(s) is payable in accordance with Clause 32.3.

	At commencement date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
		\$ per week			
Health & Safety Rep Allowance	40.00	41.60	43.27	45.01	46.82

6. Locality Allowance

- a) The following allowance(s) is payable in accordance with Clause 32.4 at the date of commencement of this Agreement and will be increased from time to time in accordance with Clause 32.4.
- b) The rates prescribed in this Schedule 4(6) reflect those payable under the *Public Service Award 1992* as at 1 July 2012.

Regional Location	Rate \$ per annum
Kalgoorlie	3,164
Esperance	1,310

7. Motor Vehicle Allowance

- a) The following allowance(s) is payable in accordance with Clause 32.5 at the date of commencement of this Agreement and will be increased from time to time in accordance with Clause 32.5.
- b) The rates prescribed in this Schedule 4(7) reflect those payable under the *Public Service Award 1992* as at 15 July 2008.

Area and details	Rate (as cents) per kilometre					
	Motor Car - Engine displacement in cubic centimetres			Motor Cycle	Caravan	Trailer
	Over 2600cc	1600cc – 2600cc	Less than 1600cc			
Metropolitan area	89.5	64.5	53.2	31.0	7.5	4.5
South-west land division	91.0	65.4	54.0	31.0	7.5	4.5

Area and details	Rate (as cents) per kilometre					
	Motor Car - Engine displacement in cubic centimetres			Motor Cycle	Caravan	Trailer
	Over 2600cc	1600cc – 2600cc	Less than 1600cc			
North of 23.5° South Latitude	98.6	70.6	58.3	31.0	7.5	4.5
Rest of WA	94.3	67.5	55.6	31.0	7.5	4.5

8. On-call Allowance

a) The following allowance(s) is payable in accordance with Clause 34.9.

	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
		\$ per hour			
On-call Allowance	5.80	6.04	6.29	6.55	6.82
On-call Allowance University-observed public holidays	11.62	12.09	12.58	13.09	13.62

9. Transfer Allowance

Transfer Entitlement

- a) The allowance(s) in Table 1 – Transfer Entitlement is payable in accordance with Clause 32.6 at the date of commencement of this Agreement and will be increased from time to time in accordance with Clause 32.6.
- b) The rates prescribed in this Schedule 4(9) reflect those payable under the *Public Service Award 1992* as at 21 April 2010.

Table 1 – Transfer Entitlement	
Transfer Location	Daily Rate \$
WA Metropolitan	305.45
Kalgoorlie/Esperance	208.55
Sydney	304.90

Conveyancing Entitlement

- a) The allowance(s) in Table 2 – Conveyancing Entitlement is payable in accordance with Clause 32.6.6 at the date of commencement of this Agreement and will be increased from time to time in accordance with Clause 32.6.
- b) The rates prescribed in this Schedule 4(9) reflect those payable under the *Public Service Award 1992* as at 31 October 2012.

Table 2 – Conveyancing Entitlement	
Conveyancing Allowance	\$
Allowance payable for accelerated depreciation etc	557.00
Minimum required dollar (\$A) value of Staff Member's effects	3,342.00

10. Travelling Allowance

- a) The rate(s) in Table 1 and 2 of this Schedule 4(10) is payable in accordance with the Clause 32.7 until such time as these rate(s) are replaced by the local or national per diem rates in the applicable Australian Taxation Office Determination in accordance with Clause 32.7.7.
- b) The rates prescribed in Table 1 and 2 of this Schedule 4(10) reflect those payable under the *Public Service Award 1992* as at 21 April 2010.
- c) The Staff Member may choose to be paid in accordance with Clause 32.7.8.

Table 1 (as per Public Service Award 1992 rates)			
Particulars	Accommodation	Incidentals	Total Per Diem
Daily Rate \$			
<i>Allowance to meet Incidental Expenses</i>			
WA - South of 26° South Latitude		14.55	
WA - North of 26° South Latitude		21.75	
Interstate		21.75	
<i>Accommodation involving an overnight stay in hotel or motel</i>			
WA - Metropolitan Hotel or Motel	305.45	14.55	320.00
Locality South of 26° South Latitude	208.55	14.55	223.10
Locality North of 26° South Latitude		21.75	
Broome	456.75	21.75	478.50
Carnarvon	255.15	21.75	276.90
Dampier	366.75	21.75	388.50

Table 1 (as per Public Service Award 1992 rates)			
Particulars	Accommodation	Incidentals	Total Per Diem
		Daily Rate \$	
Derby	342.25	21.75	264.00
Exmouth	292.75	21.75	314.50
Fitzroy Crossing	370.25	21.75	392.00
Gascoyne Junction	291.75	21.75	313.50
Halls Creek	200.75	21.75	222.50
Karratha	445.75	21.75	467.50
Kununurra	331.75	21.75	353.50
Marble Bar	271.75	21.75	293.50
Newman	339.00	21.75	360.75
Onslow	273.30	21.75	295.05
Pannawonica	286.35	21.75	308.10
Paraburdoo	259.75	21.75	281.50
Port Hedland	367.15	21.75	388.90
Roebourne	241.75	21.75	263.50
Shark Bay	240.25	21.75	262.00
Tom Price	320.25	21.75	342.00
Turkey Creek	235.75	21.75	257.50
Wickham	508.75	21.75	530.50
Wyndham	254.75	21.75	276.50
Interstate - Capital City		21.75	
Sydney	304.90	21.75	326.65
Melbourne	288.55	21.75	310.30
Other Capitals	270.10	21.75	291.85
Interstate – Other than Capital City	208.55	21.75	326.65
<i>Accommodation involving an overnight stay at other than a hotel or motel</i>			
WA - South of 26° South Latitude	93.65	14.55	108.20
WA - North of 26° South Latitude	129.60	21.75	151.35
Interstate	129.60	21.75	151.35
Overseas			
In accordance with Clause 32.7.9, refer to overseas per diem/travel rates within applicable Australian Taxation Office Tax Determination as amended from time to time			

Table 2 (as per Public Service Award 1992 rates)
Meal allowances, including for travel not involving an overnight stay

Place	Meal	Daily Rate \$
<i>WA - South of 26° South Latitude:</i>	Breakfast	16.30
	Lunch	16.30
	Dinner	46.50
<i>WA - North of 26° South Latitude:</i>	Breakfast	21.15
	Lunch	33.65
	Dinner	53.05
Interstate:	Breakfast	21.15
	Lunch	33.65
	Dinner	53.05

Schedule 5 Allowances – Industry Trade Qualified Staff Members and Industry Assistants

1. The rates prescribed in Tables 1 and 2 of this Schedule 5 are payable in accordance with Clause 34.4, *Allowances - Industry Trade Qualified Staff Members* and Clause 34.5 *Allowances – Industry Assistants*.
2. The University is committed to maintaining an in-house maintenance workforce at an equivalent capability to that as at the date of commencement of this Agreement until 30 June 2015 (the year preceding the nominal expiry date). The University will endeavour to maintain the number of full-time equivalent (FTE) ongoing Staff Members eligible for Industry Trade Allowances at the level applicable at the date of commencement of this Agreement until 30 June 2015.

Table 1					
Increase %	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Industry Trades Allowance		4%	4%	4%	4%
		\$ per fortnight			
Industry Trades Allowance 1					
<ul style="list-style-type: none"> • Staff Member is required by the University to hold a trades qualification and is required by the University to use the skills or qualifications in the course of employment at the University. 	85.00	88.40	91.94	95.62	99.45
Industry Trades Allowance 2					
<ul style="list-style-type: none"> • Staff Member meets the requirements of Industry Trades Allowance 1; and • Staff Member is required by the University to hold and use a trades licence/registration in the course of their duties; or • Staff Member has attained additional skill or qualification, or both, as prescribed in University guidelines. (WPPR has been conducted with Line Manager to assess University requirement for additional skill or qualification, and to determine appropriate allowance to be paid to the Staff Member for exercising the attained skill or qualification in the course of employment at the University.) 	135.00	140.40	146.02	151.87	157.95

Table 1					
Increase %	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Industry Trades Allowance		4%	4%	4%	4%
		\$ per fortnight			
<i>Industry Trades Allowance 3</i>					
<ul style="list-style-type: none"> • Staff Member meets the requirements and assessment to gain Industry Trades Allowance 2; and • Staff Member is required by the University to be the University licence nominee; or • Staff Member has attained additional skill or qualification, or both, as prescribed in University guidelines. (WPPR has been conducted with Line Manager to assess University requirement for additional skill or qualification, and determine appropriate allowance to be paid to the Staff Member for exercising the attained skill or qualification in the course of employment at the University.) 					
	185.00	192.40	200.10	208.11	216.44
<i>Industry Trades Allowance 4</i>					
<ul style="list-style-type: none"> • Staff Member meets the requirements and assessment to gain Industry Trades Allowance 3; and • Staff Member has attained additional skill or qualification, or both, as prescribed in University guidelines. (WPPR has been conducted with Line Manager to assess University requirement for additional skill or qualification, and determine appropriate allowance to be paid to the Staff Member for exercising the attained skill or qualification in the course of employment at the University.) 					
	235.00	244.40	254.18	264.35	274.93

Table 2					
	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
Industry Assistant Allowance		\$ per fortnight			
<i>Engineering and Building Trades Assistants Allowance</i>	85.00	88.40	91.94	95.62	99.45
<i>Industry Assistant Allowance</i>	30.00	31.20	32.45	33.75	35.10

Schedule 6 Allowances – Non-Trades Qualified Leading Hands

1. The rates prescribed in Table 1 of this Schedule 6 are payable in accordance with Clause 34.6, *Allowances - Non-Trades Qualified Leading Hands*.

Table 1					
	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %		4%	4%	4%	4%
Leading Hand Duties for:		\$ per fortnight			
1-5 Staff Members	35.00	36.40	37.86	39.38	40.96
6-10 Staff Members	50.00	52.00	54.08	56.25	58.50
more than 10 Staff Members	75.00	78.00	81.12	84.37	87.75

Schedule 7 Classification Standards (Professional and General Staff)

All Professional and General Staff Member positions will be classified according to the Work Value Descriptors specified in this Schedule 7, and in accordance with Clause 11, *Classification Standards (Professional and General Staff)*.

HIGHER EDUCATION WORKER LEVEL 1

INDICATIVE RELATIVITY TO BASE TRADE 88 - 92%

INDICATIVE NTB COMPETENCY LEVEL 1

Training level or qualifications

Staff Members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Staff Members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for Level 2 duties.

Level of supervision

Close supervision or, in the case of more experienced staff working alone, routine supervision.

Task Level

Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required.

Established procedures exist.

Organisational knowledge

May provide straightforward information to others on building or service locations.

Judgement, independence and problem solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

HIGHER EDUCATION WORKER LEVEL 2

INDICATIVE RELATIVITY TO BASE TRADE 95 - 100%

INDICATIVE NTB COMPETENCY LEVEL 2

Training level or qualifications

Persons employed at Level 2 will typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the Staff Member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

A Staff Member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data and/or text entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

INDICATIVE RELATIVITY TO BASE TRADE 100 - 115%

INDICATIVE NTB COMPETENCY LEVELS 3 - 4

Training level or qualifications

Persons employed at Level 3 will typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate; or
- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and

power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions,

- assist a technical officer in operating a laboratory, including ordering supplies
- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals

Staff Members would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment

HIGHER EDUCATION WORKER LEVEL 4

INDICATIVE RELATIVITY TO BASE TRADE 115 - 125%

INDICATIVE NTB COMPETENCY LEVEL 5 (LOWER RANGE)

Training level or qualifications

Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with some relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions,

- develop new equipment to criteria developed and specified by others
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions,

- undertake copy cataloguing

- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

INDICATIVE RELATIVITY TO BASE TRADE 125 - 145%

INDICATIVE NTB COMPETENCY LEVELS 5 (UPPER RANGE) - 6 (LOWER RANGE)

Training level or qualifications

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and considerable relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (ie, degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

Perform tasks/assignments which require proficiency in the area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical activities

In technical positions,

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including,

- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior Staff Member in an outposted service.

In administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, a

centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

INDICATIVE RELATIVITY TO BASE TRADE 145 - 160%

INDICATIVE NTB COMPETENCY LEVEL 6

Training level or qualifications

Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); Line Manager; experienced technical specialist and/or technical supervisor.

Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff Members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth or expertise developed through extensive relevant experience and application.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related

functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes: design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical activities

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions,

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

INDICATIVE RELATIVITY TO BASE TRADE 160 - 180%

INDICATIVE NTB COMPETENCY LEVEL 7

Training level or qualifications

Persons employed at Level 7 will typically perform duties at a skill level which assumes and required knowledge or training equivalent to:

- a degree with considerable relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

Level of supervision

Broad direction. May manage other administrative, technical and/or professional staff.

Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Typical activities

In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school; in research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

INDICATIVE RELATIVITY TO BASE TRADE 180 - 210%
INDICATIVE NTB COMPETENCY LEVEL 7

Training level or qualifications

Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. May manage other administrative, technical and/or professional staff.

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

The Staff Member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and

faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 9

INDICATIVE RELATIVITY TO BASE TRADE 210 - 222/5%

INDICATIVE NTB COMPETENCY LEVEL 8

Training level or qualifications

Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and

implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

INDICATIVE RELATIVITY TO BASE TRADE 225% AND ABOVE

INDICATIVE NTB COMPETENCY LEVEL 8

Training level or qualifications

Persons employed at or above this level will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas
- postgraduate qualifications and extensive relevant experience.

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational knowledge

Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including eternally generated, demands.

Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving

complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Schedule 8 Classification Standards (Academic Staff)

1. Academic Classification Standards

- 1.1. The provisions of this Schedule 8(1) apply to Academic Staff Members except for Academic Staff Members employed within CE.
- 1.2. The academic classification standards for Academic Staff Members, other than a Casual Academic Staff Member, are set out in this Schedule 8(1). The academic classification standards are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic Staff Member. The responsibilities of Academic Staff Members may vary according to their academic role as described in Clause 23, *Academic Roles*, and to the specific requirements of the University to meet its objectives, to different discipline requirements or to individual staff development, or both.
- 1.3. An Academic Staff Member appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Academic Staff Member is appointed or promoted. In addition, an Academic Staff Member may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

Teaching and Research Academic Staff

LEVEL A

General Standard

A Level A Staff Member is expected to make contributions to the teaching effort of the University, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A Staff Member may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement of professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the Staff Member teaches.

- Production of teaching materials for students for whom the Staff Member has responsibility.
- Development of subject materials with appropriate guidance from the subject or course coordinator.
- Limited administrative functions primarily connected with subjects in which the Staff Member teaches.
- Acting as subject coordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

A Level A Staff Member will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A Staff Member shall work with support and direction from staff classified at Level B and above and with an increasing degree of autonomy as the Staff Member gains in skill and experience.

The most complex levels of subject co-ordination should not be carried out by a Level A Staff Member.

Skill Base

A Level A Staff Member will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL B

General Standard

A Level B Staff Member is expected to make contributions to the teaching effort of the University and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B Staff Member may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.

-
- Acting as subject coordinators.
 - The preparation and delivery of lectures and seminars.
 - Supervision of the program of study of honours students or of postgraduate students engaged in course work.
 - Supervision of major honours or postgraduate research projects.
 - The conduct of research.
 - Involvement in professional activity.
 - Development of course material with appropriate advice from and support of more senior staff.
 - Marking and assessment.
 - Consultation with students.
 - A range of administrative functions the majority of which are connected with the subjects in which the Staff Member teaches.
 - Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B Staff Member shall have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL C

General Standard

A Level C Staff Member is expected to make significant contributions to the teaching effort of a Department, School, Faculty or other organisational unit or an interdisciplinary area. A Staff Member at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C Staff Member may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.

-
- Course co-ordination.
 - The preparation and delivery of lectures and seminars.
 - Supervision of major honours or postgraduate research projects.
 - Supervision of the program of study of honours students and of postgraduate students engaged in course work.
 - The conduct of research.
 - Significant role in research projects including, where appropriate, leadership of research team.
 - Involvement in professional activity.
 - Consultation with students.
 - Broad administrative functions.
 - Marking and assessment.
 - Attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C Staff Member will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D

General Standard

A Level D Staff Member is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Staff members at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a level D Staff Member may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.

-
- Course co-ordination.
 - The preparation and delivery of lectures and seminars.
 - Supervision of major honours, or postgraduate research projects.
 - Supervision of the program of study of honours students and of postgraduate students engaged in course work
 - The conduct of research, including, where appropriate, leadership of a large research team.
 - Significant contribution to the profession, and/or discipline.
 - High level administrative functions.
 - Consultation with students.
 - Marking and assessment.
 - Attendance at departmental and faculty meetings.

Skill Base

A Level D Staff Member will normally have the same skill base as a Level C Staff Member. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E

General Standard

A Level E Staff Member is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable, organisational unit, within the University and within the community, both scholarly and general.

Specific Duties

Specific duties required of a level E Staff Member may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.

-
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
 - Supervision of major honours or postgraduate research projects.
 - Making a distinguished personal contribution to teaching at all levels.
 - The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
 - The preparation and delivery of lectures and seminars.
 - Consultation with students.
 - Marking and assessment.
 - Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
 - Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the University.
 - Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E Staff Member shall have the same skill base as a Level D Staff Member but will be recognised as a leading authority in the relevant discipline area.

Research Academic Staff (Inclusive Of Creative Disciplines)

LEVEL A – (RESEARCH ASSOCIATE)

A Level A research Staff Member will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research Staff Member will normally work under the supervision of Academic Staff Members at Level B or above, with an increasing degree of autonomy as the research Staff Member gains skills and experience. A Level A research Academic Staff Member may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the University.

LEVEL B – (RESEARCH FELLOW)

A Level B research Staff Member will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research Staff Member will carry out independent and/or team research. A Level B research Staff Member may supervise postgraduate research students or projects and be involved in research training.

LEVEL C – (SENIOR RESEARCH FELLOW)

A Level C research Staff Member will make independent and original contributions to research, which have a significant impact on their field of expertise.

The work of the research Staff Member will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities

A Level C research Staff Member will provide leadership in research, including research training and supervision.

LEVEL D – (PRINCIPAL RESEARCH FELLOW)

A Level D research Staff Member will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research Staff Member will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

LEVEL E – (DISTINGUISHED RESEARCH FELLOW)

A Level E research Staff Member will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which are demonstrated by sustained and distinguished performance

A Level E research Staff Member will provide leadership in their field of research, within the University, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

Schedule 9 Hours of Work and Duties - Ongoing Sessional Fellow (OSF)

1. The hours of work and duties in this Schedule 9 will apply to OSFs in accordance with Clause 20.2, *Ongoing Sessional Fellows*.
2. The explanatory notes at Schedule 2 refer.

Duty	Workload Allocation
(A) Lecturing	
Normal Lecture	1 hr delivery, 2 hrs associated working time
Repeat Lecture <i>applies to subsequent lectures of substantially the same subject matter within 7 days of original lecture</i>	1 hr delivery, 2 hrs associated working time
Developed Lecture	1 hr delivery, 3 hrs associated working time
Specialised Lecture	1 hr delivery, 4 hrs associated working time
(B) Tutorials	
Tutorial	1 hr delivery, 2 hrs associated working time
Tutorial Rate <i>where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification</i>	1 hr delivery, 2 hrs associated working time
Repeat Tutorial <i>applies to subsequent delivery of substantially the same subject matter within 7 days</i>	1 hr delivery, 1 hr associated working time
Repeat Tutorial <i>where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification</i>	1 hr delivery, 1 hr associated working time
(C) Marking	
Marking <i>as a supervising examiner or requiring significant exercise of academic judgement appropriate to an Academic Staff Member at Level B (Lecturer) status</i>	In consultation between the Line Manager and the Academic Staff Member
Standard marking	In consultation between the Line Manager and the Academic Staff Member

Duty	Workload Allocation
Standard marking <i>where duties include full co-ordination or the Staff Member possesses a relevant doctoral qualification</i>	In consultation between the Line Manager and the Academic Staff Member
(D) Undergraduate Clinical Nurse Education	
Little Preparation Required	1 hr delivery, 0.5 hrs associated working time
Little Preparation Required <i>where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification.</i>	1 hr delivery, 0.5 hrs associated working time
Normal Preparation Required	1 hr delivery, 1 hr associated working time
Normal Preparation Required <i>where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification</i>	1 hr delivery, 0.5 hrs associated working time)
(E) Other Required Academic Activity	
Other Required Academic Activity (ie. demonstrations, workshops, field excursions, student consultation, etc as detailed in Note E of Schedule 2	In consultation between the Line Manager and the Academic Staff Member
Above activities <i>where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification</i>	In consultation between the Line Manager and the Academic Staff Member
(F) Musical Accompanying with Special Educational Services	
Musical Accompanying	1 hr delivery, 1 hr preparation time
Musical Accompanying <i>where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification</i>	1 hr delivery, 1 hr preparation time

Schedule 10 Employment in Curtin English (CE) (Academic Staff)

1. General Application

- 1.1. The provisions of this Schedule 10 apply only to Academic Staff Members working in Curtin English (CE) in accordance with Clause 20.3, *Employment in Curtin English (CE)*.
- 1.2. The provisions of this Agreement apply to Academic Staff Members working in CE, unless otherwise stated in this Agreement or in this Schedule 10.

2. CE Appointment

Staff Members may only be employed on a Continuing Appointment, Fixed Term Appointment or as a Casual Staff Member.

3. CE Hours of Work

- 3.1. Clause 22, *Hours and Work and Workload (Academic Staff)* does not apply to Staff Members covered by this Schedule 10.
- 3.2. The normal Full-time hours of work will be 37.5 hours per week.
- 3.3. A Full-time Staff Member will be required to perform a maximum of 900 hours of face-to-face teaching delivery per year.
- 3.4. A Staff Member will be required to perform a maximum of 20 hours of face-to-face teaching delivery per week.
- 3.5. A Staff Member will perform teaching-related work during non-teaching hours.
- 3.6. The Director of Studies or a coordinating teacher will allocate the teaching-related duties, which may include the following:
 - a) course preparation;
 - b) development of teaching and assessment materials;
 - c) coordinating levels/units;
 - d) conducting self assess;
 - e) conducting placement testing;
 - f) marking and assessing assignments and examinations;
 - g) course related assessment;
 - h) counselling students;
 - i) course administration;
 - j) attending meetings;

- k) participation in professional development;
- l) project work;
- m) participation in student activities;
- n) any other activity associated with teaching and the operation of teaching courses.

3.7. During non-teaching weeks Staff Members will perform 37.5 hours of teaching related work as prescribed in Schedule 10(3.6).

4. Part time work at CE

4.1. A Part-time Staff Member will be engaged for hours less than Full-time and will receive entitlements proportionate to hours worked. A Part-time Staff Member will be required to perform the same work duties as a Full-time Staff Member, proportionate to hours worked.

4.2. A Part-time Staff Member will receive entitlements proportionate to hours worked.

5. CE Teacher Categories

Based on an assessment of qualifications, a teaching Staff Member will be appointed to one of the following categories:

Category A

Category B qualifications and either a diploma in TESOL (e.g. Dip RSA/DELTA); or a Masters in applied linguistics/ TESOL/ languages other than English (LOTE);

Category B

Degree plus recognised TESOL certificate (Cambridge CELTA; Trinity College Certificate in TESOL or another recognised post-graduate TESOL Diploma with a minimum of 20 hours teaching practice).

6. CELC Salaries

6.1. For the purposes of this Schedule 10(6), the following definition(s) will apply:

2 years of Full-time teaching means permanent employment or employment on contracts of at least 3 months duration, totalling 2 years.

6.2. The minimum salaries payable to CE Staff Members in accordance with this Schedule 10, are provided at Table 2, *CE Salaries* and Table 4, *CE Casual Pay Rates*.

6.3. Salaries prescribed in Schedule 1, *Staff Salaries* and Schedule 2, *Casual Salary Rates (Academic Staff)* do not apply to Staff Members covered by this Schedule 10.

6.4. A teaching Staff Member will be paid within a salary band of 12 incremental points, as follows:

- a) a Category A Teacher will be appointed at the 3rd incremental point; and
- b) a Category B Teacher will be appointed at the 1st incremental point.

6.5. A Staff Member may be appointed at a higher increment, subject to the provision of documentation and referee validation, which takes into account teaching experience (but not on-line tutoring, one-to-one classes, or lecturing) in accordance with the following:

- a) 1 increment for each year of Full-time post CELTA (or equivalent) TESOL Teaching to groups of adult learners at a reputable English language school.
- b) 1 increment for each 2 years of Full-time teaching in other languages to a maximum of 3 increments.

6.6. For the purposes of this Schedule 10(6.5(a)):

TESOL Teaching means:

- a) TESOL teacher training for qualifications recognised by this Agreement;
- b) the development and publication of TESOL teaching materials;
- c) experience in a specialised TESOL field such as CALL (Computer Assisted Language Learning) or ILC (Independent Learning Centre) development;
- d) experience in TESOL curriculum or English language test development; or
- e) TESOL program management or evaluation.

7. Incremental Progression at CE

7.1. Progression will be by annual increments. The dates for annual increments will be in accordance with Table 1 below:

Table 1	
Period of Appointment or Promotion	Annual increment date
1 December to 28/29 February	1 March
1 March – 31 May	1 June
1 June – 31 August	1 September
1 September to 30 November	1 December

7.2. A Staff Member on a Fixed Term Appointment will continue their incremental progression for subsequent contracts.

7.3. A Category B Teacher cannot progress beyond the 9th incremental point.

8. Recognition of Part-time and Casual Service at CE

For the purposes of Schedule 10(6) and 10(7):

- a) a Staff Member will accrue equivalent Full-time experience for any period of Part-time service on a proportionate basis; and
- b) the University will not recognise service on a Part-time or casual basis of less than 3 months Full-time equivalent service in any one teaching period.

9. CE Position of Responsibility Allowance

9.1. A Staff Member who is required by the Director of Studies to perform teaching coordination duties will receive a position of responsibility allowance in addition to salary in accordance with Table 3 of this Schedule 10.

9.2. The position of responsibility allowance will be paid at the level commensurate with the complexity of teaching coordination duties required to be performed.

10. Leave Provisions for Staff at CE

Clause 50, *Academic Study Program*, does not apply to Staff Members covered by this Schedule 10.

TABLE 2 – CE Salaries						
	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016	
Increase %		4%	4%	4%	4%	
		\$ per annum				
CE Teacher						
1.1	53,179	55,307	57,520	59,821	62,214	
1.2	54,466	56,645	58,911	61,268	63,719	
1.3	55,757	57,988	60,308	62,721	65,230	
1.4	57,044	59,326	61,700	64,168	66,735	
1.5	58,332	60,666	63,093	65,617	68,242	
1.6	61,260	63,711	66,260	68,911	71,668	
1.7	64,188	66,756	69,427	72,205	75,094	
1.8	67,116	69,801	72,594	75,498	78,518	
1.9	70,043	72,845	75,759	78,790	81,942	
1.10	72,971	75,890	78,926	82,084	85,368	
1.11	75,899	78,935	82,093	85,377	88,793	
1.12	78,828	81,982	85,262	88,673	92,220	
Director of Studies						
2.1	90,539	94,161	97,928	101,846	105,920	
2.2	92,882	96,598	100,462	104,481	108,661	
2.3	95,225	99,034	102,996	107,116	111,401	

Table 3 - Position of Responsibility Allowance					
	At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
\$ per annum					
Level 1	2,000	2,250	2,500	2,750	3,000
Level 2	4,000	4,500	5,000	5,500	6,000

Table 4 - CE Casual Pay Rates						
		At Commencement Date	30 June 2013	30 June 2014	30 June 2015	30 June 2016
Increase %			4%	4%	4%	4%
Pay Code	Description		\$ per hour			
CET 1	Qualified 1 st to 8 th incremental points	64.81	67.41	70.11	72.92	75.84
CET 2	Qualified 9 th to 12 th incremental points	77.46	80.56	83.79	87.15	90.64
CEM	Exam marking	38.74	40.29	41.91	43.59	45.34

Schedule 11 Conversion of Casual Appointments to Fixed Term Appointments (Professional and General Staff)

1. The provisions of this Schedule 11 apply only to Professional and General Staff Members in conjunction with Clause 16.12.

1.1. Eligibility for conversion

1.1.1. To be eligible to apply for conversion, a Casual Staff Member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same School/Area (or equivalent), either:

a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent Full-time Staff Member; or

b) over the immediately preceding period of at least 24 months.

1.1.2. For the purposes of this Schedule 11 occasional and short-term work performed by the Staff Member in another classification, job or School/Area must not:

a) affect the Staff Member's eligibility for conversion;

b) be included in determining whether the Staff Member meets or does not meet the eligibility requirements.

1.2. Application for conversion

1.2.1. The University will 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:

a) the Staff Member is a student, or has been a student within the last 12 months, other than where their status as a student is irrelevant to their engagement and the work required;

b) the Staff Member is a genuine retiree;

c) the Staff Member is performing work which will either cease to be required or will be performed by a non-Casual Staff Member, within 26 weeks (from the date of application);

d) the Staff Member has a primary occupation with the University or elsewhere, either as a Staff Member or as a self-employed person;

e) the Staff Member does not meet the essential requirements of the position; or

f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

1.3. Offer of non-casual employment

- 1.3.1. The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the Staff Member will be offered a non-casual appointment.
- 1.3.2. Conversion may be to either a Continuing Appointment or to a Fixed Term Appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the Staff Member work which is as regular and continuous as is reasonably practicable, will be consistent with the Staff Member's engagement as a Casual Staff Member. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under this Agreement.
- 1.3.3. Staff Members converted under this Schedule 11 will not have their service as a Casual Staff Member count as service for the purpose of calculating any other existing entitlements except for:
 - a) LSL, if, at the time of conversion, the University provides Casual Staff Members with an entitlement to LSL. In such a case, service with the University as a Casual Staff Member would count for the purposes of any qualifying period for LSL, but would not give rise to any paid leave entitlement in respect of that service as a Casual Staff Member, except where the University, at the time of making this Agreement, pay LSL to Casual Staff Members in relation to their service as a Casual Staff Member; and
 - b) any applicable unpaid parental leave.

1.4. Further applications

A Staff Member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- a) that rejection is solely based upon the ground set out in this Schedule 11(1.2.1(c)); and
- b) that ground ceased to apply.

Schedule 12 Transitional Arrangements

1. Transitional Arrangements - Severance of Fixed Term Employment of Academic Staff Members

A Staff Member on a Fixed Term Appointment identified at Clause 15.4.1(e) will be paid severance as follows:

- a) 2 weeks salary in lieu of notice; and
- b) 2 weeks salary for each completed year of service or part thereof.

2. Transitional Arrangements – Change, Staff Conduct and Work Performance

2.1. The Parties acknowledge that:

- a) this Agreement contains the following provisions:
 - i) Clause 69, *Change Management and Consultation*;
 - ii) Clause 70, *Redeployment and Redundancy (Professional and General Staff)*;
 - iii) Clause 71, *Redeployment and Redundancy (Academic Staff)*;
 - iv) Clause 72, *Review of Redundancy Decisions (Academic Staff)*;
 - v) Clause 73, *Management of Unsatisfactory Work Performance*;
 - vi) Clause 74, *Misconduct or Serious Misconduct*;

and

- b) The *Curtin University of Technology Academic Staff Enterprise Agreement 2009-2012 (2009-2012 Academic Staff Agreement)* contained the following provisions:

- i) Clause 60, *Change Management and Consultation*;
- ii) Clause 61, *Review of Redundancy Decisions*;
- iii) Clause 62, *Redeployment and Redundancy*;
- iv) Clause 63, *Management of Unsatisfactory Work Performance*;
- v) Clause 64; *Misconduct or Serious Misconduct*;

and

- c) The *Curtin University of Technology General Staff Enterprise Agreement (2009-2012 General Staff Agreement)* contained the following provisions:

- i) Clause 63, *Change Management and Consultation*;

- ii) Clause 64, *Redeployment and Redundancy*;
- iii) Clause 65, *Management of Unsatisfactory Work Performance*;
- iv) Clause 66; *Misconduct or Serious Misconduct*,

2.2. The following transitional provisions will apply for Academic Staff Members:

- a) Any matter commenced pursuant to Clauses 60, 61, 62, 63, or 64 of the *Curtin University of Technology Academic Staff Enterprise Agreement 2009 - 2012* but not concluded at the time at which this Agreement commences operation will continue to be dealt with in accordance with the relevant corresponding provisions that applied to that matter pursuant to the *Curtin University of Technology Academic Staff Enterprise Agreement 2009 - 2012*;
- b) To avoid any doubt, any matter commenced in accordance with the processes, rights and obligations prescribed under Clause 60, *Consultation and Change Management*, Clause 61, *Review of Redundancy Decisions* and Clause 62, *Redeployment and Redundancy* of the *Curtin University of Technology Academic Staff Enterprise Agreement 2009 - 2012*, will be deemed to constitute one matter.

2.3. The following transitional provisions will apply for Professional and General Staff Members:

- a) Any matter commenced pursuant to Clauses 63, 64, 65 or 66 of the *Curtin University of Technology General Staff Enterprise Agreement 2009 - 2012* but not concluded at the time at which this Agreement commences operation will continue to be dealt with in accordance with the relevant corresponding provisions that applied to that matter pursuant to the *Curtin University of Technology General Staff Enterprise Agreement 2009 - 2012*;
- b) To avoid any doubt, any matter commenced in accordance with the processes, rights and obligations prescribed under Clause 63, *Consultation and Change Management* and Clause 64, *Redeployment and Redundancy* of the *Curtin University of Technology General Staff Enterprise Agreement 2009 - 2012*, will be deemed to constitute one matter.

3. Transitional Arrangements – Research-Only Academic Staff

3.1. A transitional arrangement will apply for a period of no more than 2 years from the date of commencement of this Agreement for any Academic Staff Member on a Fixed Term Appointment to a research-only position at 0.5 FTE or more who, at any time within that 2 year period:

- a) has been employed continuously by the University for 6 years or more on at least 2 Fixed Term Appointments on research-only contracts; and
- b) has a PhD or relevant higher degree qualification.

3.2. Where the Staff Member has not secured either individually or severally further funding which will cover their salary for any further employment, the Staff Member will be offered a Fixed Term Appointment contract for 1 year, during which time they

will be required to undertake research and may be required to undertaking teaching within their School or a cognate School.

- 3.3. At the end of the term of the 1-year Fixed Term Appointment contract at Schedule 12(3.2), the Staff Member will either:
- a) be offered a Curtin Research Contract if further funding is secured and, if accepted, these transitional arrangements will no longer apply; or
 - b) where further funding has not been secured, cease employment with the University upon expiry of the Fixed Term Appointment contract unless a further offer of employment is made within the areas or elsewhere by the University. Where the Staff Member's employment ceases, the severance provisions of Clause 17, *Curtin Research Contracts* will apply.

4. Transitional Arrangements – Research-Contingent Appointments

- 4.1. A transitional arrangement will apply for an Academic Staff Member appointed on a Research-Contingent contract on or before the date of commencement of this Agreement.
- 4.2. A Research Contingent appointment will be terminated in accordance with the terms of this Schedule 12(4). The provisions of Clause 71, *Redeployment and Redundancy (Academic Staff)* and Clause 72, *Review of Redundancy Decisions (Academic Staff)* do not apply.
- 4.3. The University may terminate the contract of a Research Contingent Staff Member when:
- a) The funding that supports the position ceases or is insufficient; or
 - b) 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
 - c) Termination is in accordance with Clause 13.2, *Probation*; Clause 73, *Management of Unsatisfactory Work Performance*; or Clause 74, *Misconduct or Serious Misconduct*.
- 4.4. Where the University decides to terminate the appointment, it will give the Staff Member 3 months' notice.
- 4.5. A Research Contingent Staff Member whose employment is terminated will be provided notice and severance payment in accordance with the following:
- a) The balance of the notice period or 2 weeks salary in lieu of notice, whichever is greater;
 - b) Payment of severance pay calculated on the basis of 2 weeks salary for each completed year of service or part thereof;
 - c) Payment in lieu of all annual leave and long service leave entitlements standing to the credit of the Staff Member at the date of the termination;

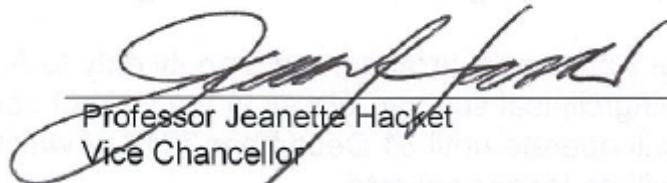
- d) Payment of pro-rata long service leave in accordance with Clause 39.8.1(b);
provided the sum of (a) + (b) will not exceed 64 weeks in total.

5. Transitional Arrangements –Teaching/Clinical Scholars

- 5.1. These transitional arrangements apply only to Academic Staff Members assigned a teaching/clinical scholar role as at the date of commencement of this Agreement, and will operate until 31 December 2013 at which time the teaching/clinical scholar role will no longer operate.
- 5.2. An Academic Staff Member assigned in the role of teaching/clinical scholar as at 1 January 2013 will be allocated up to a maximum of 65% of available work hours for teaching delivery and Teaching-related Duties, with a maximum of 455 hours of teaching delivery a year, subject to appointment arrangements.
- 5.3. For Staff Members who are in the teaching/clinical scholar role at the date of commencement of this Agreement, the following arrangements will apply to facilitate the transition from the teaching/clinical scholar role to another academic role. The Staff Member will:
- a) meet with their Head of School or Line Manager to plan to transition from the teaching/clinical scholar role earlier than 31 December 2013;
 - b) continue as a teaching/clinical scholar until 31 December 2013; or
 - c) apply for a teaching focussed appointment;
- subject to this Schedule 12(5).
- 5.4. As at 31 December 2013, the Staff Member will no longer be a teaching/clinical scholar but will be allocated, subject to appointment arrangements and this Schedule 12(5), a teaching and research role or a teaching focussed role.
- 5.5. In the 6 months prior to 31 December 2013, an Academic Staff Member assigned in the role of teaching/clinical scholar will meet with their Head of School or Line Manager and plan to be allocated a teaching and research (teaching emphasis) role or a teaching and research (research emphasis) role for 2014 subject to the provisions of Clause 23.3, *Teaching and Research Academics*, and subject to appointment arrangements.
- 5.6. Alternatively, an Academic Staff Member assigned in the role of teaching/ clinical scholar may elect to apply for a teaching focussed appointment when available. Where the Staff Member is selected on the basis of merit, they will be appointed to the teaching focussed role.
- 5.7. A Staff Member who has been a teaching/clinical scholar for 2 or more years will, at the conclusion of their teaching/clinical scholar role, be given priority for research and creative production (RCP) transition.
- 5.8. A teaching/clinical scholar will not be disadvantaged in relation to probation, promotion and performance review.

Signatories

Signed for and on behalf of
Curtin University of Technology



Professor Jeanette Hackett
Vice Chancellor

Kent St
Bentley WA 6102

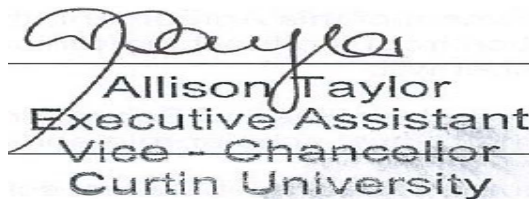
Authority:

Clause 4(g) of Statute 6 Vice-Chancellor of the University pursuant
to the *Curtin University of Technology Act 1966*

Date:

14.12.2012

In the presence of:
Witness name and address:



Allison Taylor
Executive Assistant
Vice-Chancellor
Curtin University

Date:

14.12.2012

Signed for and on behalf of
**National Tertiary Education
Industry Union**
120 Clarendon St
Southbank VIC 3006



Matthew McGowan
National Assistant Secretary

Authority:

Rule 21 of the registered Rules of the NTEU

Date:

14 December, 2012

In the presence of:



Witness name and address:

Anastasia Kotaidis
120 Clarendon Street, South Melbourne, Victoria 3205

Date:

14 December, 2012

Signed for and on behalf of
**The Communications, Electrical,
Electronic, Energy, Information,
Postal, Plumbing and Allied
Services Union of Australia**
Unit 24, 257 Balcatta Rd
Balcatta WA 6021



Les McLaughlan
Divisional State Secretary

Authority: Divisional State Secretary

Date: 14 December 2012

In the presence of:



Witness name and address: Kim Stewart
24 / 257 Balcatta Road, Balcatta WA 6021

Date: 14 December 2012

Signed for and on behalf of
**Construction, Forestry, Mining
and Energy Union**
82 Royal St
East Perth WA 6004



Graham Pallot
Assistant Secretary

Authority: Rule 20 of the Rules of the CFMEU

Date:

In the presence of:




Witness name and address:

KEVIN SNADDON
82 ROYAL ST, EAST PERTH

Date:

17 DECEMBER 2012

Signed for and on behalf of
**'Automotive, Food, Metals,
Engineering, Printing and Kindred
Industries Union' known as
Australian Manufacturing Workers'
Union**
121 Royal St
East Perth WA 6004



Steve McCartney
WA State Secretary

Authority: AMWU WA State Secretary

Date: 17/12/12

In the presence of: 

Witness name and address: Jen Kison - 121 Royal St, EAST PERTH

Date: 17/12/12

Signed for and on behalf of
United Voice



Pat O'Donnell
Acting Assistant Secretary

61 Thomas St
Subiaco WA 6008

Authority: Acting Assistant Secretary

Date: 14-12-2012

In the presence of: Samuel Dane

Witness name and address: 61 Thomas St Subiaco WA

Date: 14-12-12

Signed for and on behalf
of
**CPSU – The
Community and public
Sector Union**
445 Hay St
Perth WA 6000



Toni Walkington
WA Branch Secretary - CPSU

Authority: Rules of the CPSU – The Community and Public Sector Union (Clause 13
SPSF)

Date: 18. December 2012

In the presence of: 

Witness name and
address: W D CLAYTON - 445 Hay St WA 6000

Date: 18 December 2012