

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Curtin University



Curtin University Academic,
Professional and General Staff

AGREEMENT 2017-2021

Together we can make
tomorrow better



DECISION

Fair Work Act 2009

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

Curtin University
(AG2017/5710)

CURTIN UNIVERSITY ACADEMIC, PROFESSIONAL AND GENERAL STAFF AGREEMENT 2017 – 2021

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 13 JUNE 2018

Application for approval of the Curtin University Academic, Professional and General Staff Agreement 2017-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Curtin University Academic, Professional and General Staff Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Curtin University. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement lodged contained errors at clauses 3, 4.1(d), 12.2.1, 14.4.1, 19, 22.1(d), 31.2.1, 38.6.5, 64, clause 2 of Schedule 1, and Schedules 7-10. On 13 June 2018, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] The National Tertiary Education Industry Union, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the United Voice, the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the CPSU, the Community and Public Sector Union, and the Construction, Forestry, Maritime, Mining and Energy Union being bargaining representatives for the Agreement, have given notice under

s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 June 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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ANNEXURE A



Legal and Compliance Services

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Web curtin.edu.au

Your Ref: AG20175710
Our ref: IJ:LF: 3445

24 May 2018

Commissioner McKinnon
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: member.assist@fwc.gov.au

Dear Commissioner

UNDERTAKINGS
AG20175710 – CURTIN UNIVERSITY ACADEMIC, PROFESSIONAL AND GENERAL
STAFF AGREEMENT 2017- 2021

I, Ian Jackson, Director People and Culture, being duly authorised on behalf of Curtin University (the **University**), hereby provide the following undertaking on behalf of the University in accordance with s.190 of the *Fair Work Act 2009* (the **FW Act**).

In relation to the *Curtin University Academic, Professional and General Staff Agreement 2017 – 2021* (the **Agreement**), the University undertakes:

1. Clause 62.8 Dispute Resolution Procedure

The University undertakes that for the purposes of clause 62 of the Agreement, a staff member may be represented by a person or organisation of their choice in accordance with clause 58.3 of the Agreement.

2. Clause 51 Flexible Work Arrangements

The University undertakes that for the purposes of clause 51 of the Agreement staff members aged 55 years or older and staff members with school aged children may request a flexible working arrangement.

3. Clause 37 Annual Leave

The University undertakes that annual leave as provided for in clause 37 will accrue in accordance with the National Employment Standards.

4. Clause 49 Public Holiday

The University provides that clause 49 will operate subject to the terms of the National Employment Standards.

5. Clause 24 Hours of Work (Professional and General Staff) (Broader span of hours)

The University undertakes that any professional and general staff member who works outside the applicable span of ordinary hours under the *Higher Education Industry General Staff Award 2010 (General Staff Award)* will be paid an allowance so that the overall payment to the staff member will be at parity to what they would have received under the General Staff Award.

6. Clause 27.4.2 Shiftwork – General Provisions

The University undertakes that if a staff member meeting the definition of shift worker as per clause 28 does work exclusively on a Sunday they will be paid an amount not less than the equivalent shift payment for these employees under the *Higher Education General Staff Award 2010*.

7. Clauses 20.2 Employment in Curtin FM; Clause 20.3 Casual Employment in Abacus Labs and University Library; Clause 20.4 Casual Employment in Housing Services.

The University undertakes that clause 20.2 operates to casual employees only.

The University undertakes that any casual professional and general staff member covered by clauses 20.2, 20.3 and 20.4 who works outside the applicable span of ordinary hours under the *Higher Education Industry General Staff Award 2010 (General Staff Award)* will be paid an allowance so that the overall payment to the casual staff member will be at parity to what they would have received under the General Staff Award.

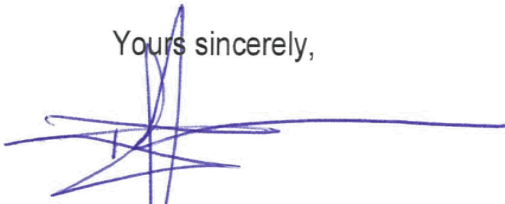
8. Clause 20.5 Trainees and Apprentices

The University undertakes that all terms dealing with pre-apprentices in the agreement will not apply.

9. Clause 26.3 Overtime General Provisions

The University undertakes that clause 26.3.2(c) will not apply in the agreement to the effect that it is deleted.

Yours sincerely,



Ian Jackson
Director - People and Culture

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Curtin University



Curtin University Academic,
Professional and General Staff

AGREEMENT 2017-2021

**Together we can make
tomorrow better**

ABOUT THIS AGREEMENT

1 Title

This Agreement will be known as the Curtin University Academic, Professional and General Staff Agreement 2017 – 2021.

2 Arrangement

1	Title.....	3
2	Arrangement.....	3
3	Definitions.....	6
4	Coverage of this Agreement	11
5	Date and Period of Operation.....	12
6	Variation of this Agreement.....	12
7	Renegotiation of this Agreement.....	12
8	Implementation of this Agreement.....	12
	TALENT AQUISITION.....	14
9	Recruitment, Selection and Appointment	14
10	Position Classification (Professional and General Staff).....	14
11	Position Classification (Academic Staff)	16
12	Contract of Employment General Provisions.....	17
13	Continuing Employment.....	19
14	Fixed Term Employment.....	19
15	Casual Employment.....	25
16	Curtin Research Contracts.....	27
17	Aboriginal and Torres Strait Islander Employment	29
18	Employment in the Centre for Aboriginal Studies	29
19	Employment of Ongoing Sessional Fellows and Curtin English Teachers.....	30
20	Employment (Professional and General Staff)	32
	HOURS OF WORK, WORKLOAD AND ROLES (ACADEMIC STAFF).....	35
21	Academic Roles.....	35
22	Hours of Work and Workload (Academic Staff)	37
	HOURS OF WORK, WORKLOAD AND SHIFTWORK (PROFESSIONAL AND GENERAL STAFF)	41
23	Workload (Professional and General Staff)	41
24	Hours of Work (Professional and General Staff).....	42
25	Flexitime	42
26	Overtime	43
27	Shiftwork – General Provisions	48

28	Shiftwork – Security Staff.....	50
	SALARIES, ALLOWANCES AND OTHER REMUNERATION MATTERS.....	53
29	Salary and Increments	53
30	Supported Wage System	54
31	Allowances.....	54
32	Allowances (Academic Staff).....	60
33	Allowances (Professional and General Staff)	60
34	Superannuation	64
35	Repayment on Early Resignation.....	67
36	Recovery of Outstanding Debts	67
	LEAVE AND OTHER ABSENCES FROM WORK.....	68
37	Annual Leave.....	68
38	Long Service Leave (LSL).....	71
39	Personal and Carer's Leave.....	75
40	Compassionate Leave	78
41	Parental Leave.....	79
42	Leave Without Pay (LWOP)	88
43	Study Leave.....	89
44	Workplace Relations Leave	89
45	Defence Force Leave.....	90
46	Jury or Witness Service Leave.....	91
47	Community Service Leave	92
48	Academic Study Program (Academic Staff)	93
49	Public Holidays	93
	WORKPLACE FLEXIBILITY	95
50	Individual Flexibility Arrangements.....	95
51	Flexible Work Arrangements.....	96
52	Salary Packaging.....	99
	WORK PLANNING AND STAFF DEVELOPMENT	100
53	Work Planning and Performance Review	100
54	Staff and Organisational Capability	101
	OTHER WORKPLACE MATTERS.....	102
55	Workplace Wellness	102
56	Workplace Rehabilitation	102
57	Protective Clothing.....	103
58	Staff Member Representation	103
59	Insurance and Indemnity.....	104

60	Intellectual Freedom	104
61	Employment Records.....	104
	DISPUTE RESOLUTION	105
62	Dispute Resolution Procedure.....	105
	CHANGE MANAGEMENT, REDEPLOYMENT AND REDUNDANCY.....	107
63	Change and Consultation.....	107
64	Redeployment and Redundancy (Professional and General Staff).....	109
65	Redeployment and Redundancy (Academic Staff)	115
66	Review of Redundancy Decisions (Academic Staff).....	119
	STAFF CONDUCT AND WORK PERFORMANCE	120
67	Managing Unsatisfactory Work Performance	120
68	Managing Misconduct	122
	CEASING EMPLOYMENT	126
69	Resignation of a Staff Member.....	126
70	Termination by the University.....	126
71	Termination on the Grounds of Ill-Health.....	126
72	Pre-Retirement Arrangements	127
73	Voluntary Early Retirement	129
	SCHEDULES.....	130
	Schedule 1 Staff Salaries.....	130
	Schedule 2 Casual Salary Rates (Academic Staff).....	137
	Schedule 3 Supported Wage System.....	145
	Schedule 4 Allowances	148
	Schedule 5 Allowances Industry Trade Qualified Staff Members and Industry Assistants .	152
	Schedule 6 Allowances – Non-Trades Qualified Leading Hands.....	155
	Schedule 7 Classification Standards (Professional and General Staff).....	156
	Schedule 8 Academic Classification Standards.....	166
	Schedule 9 Hours of Work and Duties - Ongoing Sessional Fellow (OSF)	170
	Schedule 10 Employment in Curtin English (English Teachers)	172
	Schedule 11 Conversion of Casual Appointments to Fixed Term Appointments (Professional and General Staff).....	177
	Schedule 12 Transitional Arrangements.....	179

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), Coverage.

Accrued Annual Leave has the meaning of the definition at clause 37, Annual Leave.

Act means the Fair Work Act 2009 (Cth).

Agreement means the Curtin University Academic, Professional and General Staff Agreement 2017 – 2021.

ATO means the Australian Taxation Office

ATO Determination Rates mean the Australian Taxation Office Determination amounts applicable to some expenses.

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.

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 27, Shiftwork – General Provisions or at clause 28, 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 Research Contract means an appointment for an undefined period to undertake research-only functions. The contract will specify the starting date and the circumstance(s) or contingency(ies) related to the research activity upon the occurrence of which the contract will be ceased and employment may be terminated by the University.

Curtin's Values means the University's values and signature behaviours, as amended from time to time.

Executive Manager means any person who reports directly to the Vice-Chancellor, 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 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 contract will expire.

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 29, 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.

FWC means the Fair Work Commission.

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.

Intoxication of a Staff Member means a Staff Member is unfit to be entrusted, or impaired, or unable to perform the Staff Member's duties or any duty that the Staff Member may be called upon to perform by reason of the Staff Member being under the influence of liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug).

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 as the Academic Staff Member's Line Manager by the Executive Manager.

LWOP means Leave without Pay.

Misconduct has the meaning of the definition at clause 68, Managing 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 documentation relevant to any investigation or findings as provided for in this Agreement 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 27, 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 33.9, 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 26, 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 72, Pre-Retirement Arrangements.

Probationary Period means the prescribed period pursuant to clause 12.2, Probationary Period 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) Coverage.

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

Redeployment Period has the meaning of the definition at clause 64, Redeployment and Redundancy (Professional and General Staff) or clause 65, Redeployment and Redundancy (Academic Staff) as the case may be.

Redundant means where, having complied with clause 63, Change 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 33.9, On-call Allowance.

Research Code means the Australian Code for Responsible Conduct of Research (2007) as amended and replaced including any accompanying guidelines.

Review Committee means a panel consisting of a person nominated by the Vice-Chancellor; a person nominated by the relevant Union listed under clause 4 Coverage of this Agreement; and an independent person, external to the University, agreed between the University and the relevant Union. The independent person will act as Chairperson.

Roster has the meaning of the definition at clause 27, Shiftwork – General Provisions or clause 28, 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.

Shiftworker has the meaning of the definition at clause 27, Shiftwork – General Provisions.

Specific Task or Project has the meaning of a definable work activity described at clauses 14.2.1 and 14.2.2, Fixed Term Employment.

Spouse means the spouse or defacto partner of a Staff Member, including a same sex 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 Staff Member, unless otherwise agreed to by the Staff Member;
- c) is within reasonable distance from the Staff Member's existing work location, unless otherwise agreed to by the Staff Member;
- d) is commensurate with the Staff Member'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 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 position.

Teaching Delivery has the meaning of the definition at clause 21.1, Academic Roles..

Teaching-related Duties has the meaning of the definition at clause 22.2, Hours of Work and Workload (Academic Staff).

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 67, Managing Unsatisfactory Work Performance.

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

University means Curtin University.

Vice-Chancellor means the Vice-Chancellor of Curtin University.

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); and Tables 1 and 2, Schedule 1, Staff Salaries unless otherwise excluded by this Agreement;
- d) all Staff Members employed in Curtin English in the classifications listed in Schedule 10;
- e) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union' known as the Australian Manufacturing Workers' Union (AMWU);
- f) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU);
- g) Construction, Forestry, Mining and Energy Union (CFMEU);
- h) CPSU, The Community and Public Sector Union;
- i) National Tertiary Education Industry Union (NTEU); and
- j) United Voice.

4.2 This Agreement does not cover or apply to:

- a) persons employed as the Vice-Chancellor, Provost, Deputy Vice-Chancellor, Pro-Vice-Chancellor, and Vice-President;
- b) persons employed in positions classified Mercer Levels 1,2,3,4 and 5;
- c) persons employed by the University in the area of Curtin Sport and Recreation (or any other legal or trading name subsequently adopted);
- d) persons employed by the University at the Curtin University Early Childhood Centre (or any other legal or trading name subsequently adopted);
- e) other businesses deriving revenue and providing services not directly related to teaching and/or research activities; and
- f) 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 the FWC and has a nominal expiry date of 30 June 2021. 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, Professional and General Staff Enterprise Agreement 2012 – 2016 and the Curtin University of Technology General Staff Agreement 2005-2008 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 on or before the nominal expiry date.

8 Implementation of this Agreement

- 8.1 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.
- 8.2 The IMCC will comprise:
 - a) 4 management representatives nominated by the Vice-Chancellor; and
 - b) 4 Union representatives nominated by the Unions.
- 8.3 The IMCC will from time to time appoint a Chairperson from amongst the membership of the IMCC.
- 8.4 The University will consult with Staff Members and the IMCC in:
 - a) the development of recruitment, selection and appointment Policy and appeal processes;

- b) changes to the academic calendar; and
- c) systemic changes for allocating Academic Staff workload at a university level.

8.5 The University will consult with the IMCC in:

- a) matters concerning workloads for Professional and General Staff Members and
- b) any proposal to select a new external independent professional and general staff classification assessor.

8.6 The IMCC may consider and comment to the University on the conditions of any Voluntary Retirement scheme.

TALENT AQUISITION

9 Recruitment, Selection and Appointment

9.1 All advertised positions will be advertised internally.

9.2 Appeal for Review of Selection Decisions

9.2.1 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, People and Culture.

9.2.2 The Director, People and Culture will provide a decision in writing to the appellant within 10 working days of lodgement of the appeal.

10 Position Classification (Professional and General Staff)

10.1 The provisions of this clause apply only to Professional and General Staff Members,

10.2 The University will classify all Professional and General Staff positions according to the work value descriptors specified in Schedule 7, Classification Standards (Professional and General Staff).

10.3 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 10.6.

10.4 The Director, People and Culture may review and rescind position changes that are not in line with organisational establishment and planning.

10.5 Joint Level Classifications

10.5.1 A position may be classified as a joint level classification.

10.5.2 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.

10.5.3 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.

10.5.4 Levels 1 and 2 are a joint level classification.

- 10.5.5 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 53, 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.

10.6 Position Reclassification Requests

- 10.6.1 An application for position reclassification may be made to the Director, People and Culture or nominee by:
- a) the 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 their dissenting views in relation to the position.
- 10.6.2 A Staff Member may apply for reclassification of a position no more than once every 24 months, unless otherwise authorised by the Director, People and Culture or nominee.
- 10.6.3 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.
- 10.6.4 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.

10.7 Position Classification Timeframes

- 10.7.1 Fair and reasonable timeframes will be adhered to throughout the reclassification process.
- 10.7.2 The evaluation of applications for reclassification 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.

- 10.7.3 The effective date of reclassification under this clause is the beginning of the next pay period following the receipt by the Director, People and Culture or nominee.

10.8 Review of Reclassification Determination

- 10.8.1 An applicant may apply to have the reclassification result reviewed and assessed by the external position classification assessor within 4 weeks of receipt of advice of the reclassification outcome.

- 10.8.2 A copy of the external assessment report will be provided to the applicant.

10.9 Reclassification Appeal

- 10.9.1 If the applicant is not satisfied with the review determination(s) under this clause, they may lodge a dispute application with the Fair Work Commission within 21 days of the date of notification of the University's determination.

- 10.9.2 A dispute notified with the FWC in accordance with this clause is deemed to have complied with the Dispute Resolution procedure described in clause 62 for the purpose of enlivening the jurisdiction of the FWC.

11 Position Classification (Academic Staff)

All Academic Staff Member positions will be classified according to the classification structure specified in: Schedule 8, Academic Classification Standards, and Tables 1 and 2 of Schedule 1, Staff Salaries.

12 Contract of Employment General Provisions

12.1 Modes of Employment

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 A Part-time Staff Member will be engaged for hours less than Full-time and will receive entitlements proportionate to hours worked.
- 12.1.4 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 15, Casual Employment), which specifies details about the position and conditions of employment including the following terms:
- a) the type of employment;
 - b) classification level;
 - 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.
- 12.1.5 A written offer of Fixed Term Appointment to a Staff Member will also specify the circumstances as per clause 14.2, Use of Fixed Term Appointments, under which the Fixed Term Appointment offer is being made.
- 12.1.6 A Staff Member will be required to sign the written offer of appointment in acceptance of the conditions of employment.

- 12.1.7 A Staff Member's position with corresponding line management reporting details will be published via the staff portal on the University's website.

12.2 Probationary Period

- 12.2.1 Staff Members employed on a fixed term contract, Curtin Research Contract, or continuing contract will be subject to a probationary period as follows:

Continuing and Curtin Research Contract	Probationary Period	Extended Probationary Period
Academic Staff Members (Levels A – E)	3 years' service	Nil
Curtin English Teacher Staff Members	6 months	3 months
Professional and General Staff Members	6 months	3 months
General Staff Members appointed to trades positions	3 months	3 months

Fixed Term	Probationary Period	Extended Probationary Period
Academic Staff Members less than 12 months	6 months	3 months
Academic Staff members 12 months or greater (Levels A – D)	12 months	6 months
Academic Staff Members Level E	12 months or by agreement up to 3 years	12 months or lesser period
Curtin English Teacher Staff Members	6 months	3 months
Professional and General Staff Members	6 months	3 months
General Staff Members appointed to trades positions	3 months	3 months

- 12.2.2 The University will advise a Staff Member in writing of a decision to confirm, extend or terminate the appointment on or before conclusion of the Probationary Period, such advice to be provided not less than 10 working days prior to the conclusion of the Probationary Period.

- 12.2.3 A Probationary Period may be extended 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.

12.2.4 Prior to any decision to terminate employment during the Probationary Period:

- 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.

12.2.5 Any decision to extend or terminate the Probationary Period must be agreed to by the Director, People and Culture or nominee.

12.2.6 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.

13 Continuing Employment

13.1 Continuing Appointments may only be terminated by the University in accordance with clause 70, Termination by the University.

13.2 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.

14 Fixed Term Employment

14.1 Conditions Relating to Fixed Term Appointments

14.1.1 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.

14.1.2 If a Staff Member is appointed on a Fixed Term Appointment, and 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.

- 14.1.3 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.
- 14.1.4 If 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.
- 14.1.5 Fixed term Staff Members will be entitled to severance as prescribed in clause 14.4, Severance for Fixed Term Staff Members but will not be entitled to redundancy as prescribed in clause 64, Redeployment and Redundancy (Profession and General Staff) and clause 65, Redeployment and Redundancy (Academic Staff).

14.2 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

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

Research

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

Fill a Position on Temporary Basis

- 14.2.4 A work activity undertaken by a Staff Member performing the duties of:
- a) Replacing another Staff Member for a temporary period
 - b) a vacant position for which the University has made a definite decision to fill and has recruitment action in progress; or
 - c) a position the normal occupant of which is performing higher duties;
 - d) until a person is engaged for the vacant position or the vacant higher duties position, as applicable.

Recent Professional Practice Required

- 14.2.5 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

- 14.2.6 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.

Organisational Change

- 14.2.7 A work activity for an initial single period of up to 2 years, undertaken when a new organisational structure is being contemplated within the next 12 months or being implemented, in accordance with clause 63, Change and Consultation. 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

- 14.2.8 A 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

- 14.2.9 A work activity where a Staff Member is appointed within Curtin FM 100.1 in accordance with clause 20.2, Employment at Curtin FM 100.1.

Substantial decrease in enrolments

- 14.2.10 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.

Fixed Term Employment Schemes

- 14.2.11 The University may offer employment on one of the following fixed term employment schemes:
- a) **Career Development Scheme** is a scheme to provide career development opportunities for university students or graduates. The

appointee will be employed on a limited term basis between 6 and 12 months, as a Professional and General Staff Member between Levels 3 – 5, depending on the nature of the work being undertaken and qualifications held.

- b) ***Apprenticeship or Traineeship*** is a scheme where an apprentice or trainee is to be employed pursuant to an apprenticeship or traineeship approved by the relevant Commonwealth or State training authority

14.3 Notice for Fixed Term Appointments

- 14.3.1 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.
- 14.3.2 In addition to the notice prescribed in clause 14.3.1, 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.
- 14.3.3 If, because of circumstances beyond the University's control, the University is not able to provide the notice required under clause 14.3, it will be sufficient compliance with this clause 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.

14.4 Severance for Fixed Term Staff Members

- 14.4.1 The severance arrangements of this clause 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 16, Curtin Research Contracts; or
 - b) on a Pre-retirement Contract; or
 - c) as per clause 14.2.11 Fixed Term Employment Schemes.
- 14.4.2 The University will pay severance, in accordance with this clause, except where a Staff Member's Fixed Term Appointment has been terminated in accordance with clause 12.2, Probationary Period; clause 68, Managing Misconduct or clause 67 Unsatisfactory Performance.

Initial Fixed Term Contract

- 14.4.3 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.
- 14.4.4 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.

Second or Subsequent Fixed Term Contract

- 14.4.5 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 and the contract is expiring.

Severance Payments

- 14.4.6 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

14.4.7 A severance payment will be made no earlier than 4 weeks after the date of severance, unless approved by the Director, People and Culture or nominee.

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

14.5 Conversion of Fixed Term Staff Members to Continuing Status

14.5.1 This clause 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 16, Curtin Research Contracts; or
- c) clause 18, Employment in the Centre for Aboriginal Studies.

- 14.5.2 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 continuing appointment status, provided that:
- a) they are undertaking work of a continuing nature;
 - b) they were appointed through a merit selection process for at least one of the Fixed Term Appointments; and
 - c) they are meeting and maintaining University work performance expectations and have demonstrated the capacity to meet the performance expectations required in a continuing role.
- 14.5.3 The University may refuse to appoint a Staff Member to a continuing position in accordance with clause 14.5.2 on reasonable grounds.

15 Casual Employment

- 15.1 A Casual Staff Member will be paid for work performed in accordance with the work allocated by their Line Manager.
- 15.2 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.
- 15.3 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.
- 15.4 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).
- 15.5 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 duties required;
 - b) the rate of pay for each class of duty;
 - c) 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.
- 15.6 An offer of employment as a Casual Staff Member provides no expectation of a Continuing Appointment with the University.
- 15.7 A Casual Staff Member's employment contract of service may be terminated by either party giving 1 hour notice to the other party.
- 15.8 The University will continue to offer staff development opportunities to Casual Staff Members.

- 15.9 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.
- 15.10 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.
- 15.11 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.

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

- 15.12.1 This clause applies only to Professional and General Staff Members.
- 15.12.2 An eligible Casual Staff Member may apply in writing for conversion to non-casual employment in accordance with this clause and Schedule 11, Conversion of Casual Appointments to Fixed Term Appointments (Professional and General Staff).
- 15.12.3 A Staff Member will not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 15.12.4 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.

The University must also take reasonable steps from time to time to inform Casual Staff Members of the conversion provisions of this Agreement.

16 Curtin Research Contracts

- 16.1 The provisions of this clause only apply to those Staff Members employed on Curtin Research Contracts commencing prior to the operation of this Agreement.

16.2 Appointment

An Academic Staff Member appointed on a Curtin Research Contract is eligible to apply for academic promotion where appropriate.

16.3 Termination and Severance

- 16.3.1 The following provisions do not apply to a Staff Member appointed on a Curtin Research Contract:
- a) clause 14.4, Severance for Fixed Term Staff Members;
 - b) clause 14.5, Conversion of Fixed Term Staff Members to Continuing Status;
 - c) clause 63, Change and Consultation;
 - d) clause 64, Redeployment and Redundancy (Professional and General Staff); and
 - e) clause 65, Redeployment and Redundancy (Academic Staff)
- 16.3.2 A Curtin Research Contract appointment may be terminated by the University:
- 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 12.2, Probationary Period; clause 67, Managing Unsatisfactory Work Performance; or clause 68, Managing Misconduct.
- 16.3.3 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 this clause. Where a lesser notice period applies in accordance with clause 12.2, Probationary Period or clause 68, Managing Misconduct then that notice period will apply.
- 16.3.4 Subject to clause 16.3.3 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.

- 16.3.5 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 12.2, Probationary Period; clause 67, Managing Unsatisfactory Work Performance; or clause 68, Managing Misconduct:

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

16.4 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.

17 Aboriginal and Torres Strait Islander Employment

- 17.1 The University will maintain an Aboriginal and Torres Strait Islander Reconciliation Action Plan which includes employment strategies.
- 17.2 The employment strategies will include an objective to achieve Aboriginal and Torres Strait Islander employment of 2% of the overall Full Time Equivalent (FTE) staff by 2021. On 2016 staffing numbers this produces an indicative target of 68 FTE.
- 17.3 Failure to achieve this objective will not, of itself, be regarded as a breach of the Agreement provided that the University has used reasonable endeavours to meet the objective.

18 Employment in the Centre for Aboriginal Studies

- 18.1 The Centre for Aboriginal Studies provides a culturally safe environment in which to educate students. The provisions of this clause apply only to positions within the Centre for Aboriginal Studies.
- 18.2 Where the University is able to demonstrate that:
 - a) Cultural knowledge is a genuine requirement of the role; and
 - b) the required services will be most effectively performed by a person of Aboriginal/Torres Strait Islander descent; and
 - c) the work to be performed is undertaken for the delivery of culturally appropriate services for Aboriginal/Torres Strait Islander people;then only persons from an Aboriginal/Torres Strait Islander background will be eligible to be considered for appointment to the role (Reserved Role).
- 18.3 If there is no suitable candidate for a Reserved Role, the role may be filled in the following ways:
 - a) a Fixed Term appointment to a candidate of non-Aboriginal or Torres Strait Islander background; or
 - b) a limited term secondment of a suitable candidate of non-Aboriginal or Torres Strait Islander background holding a continuing appointment elsewhere in the University.
- 18.4 In the case of clause 18.3 (b) the University will preserve the Staff Member's continuing employment status.

19 Employment of Ongoing Sessional Fellows and Curtin English Teachers

19.1 Ongoing Sessional Fellows (OSF)

- 19.1.1 For the purposes of this clause, an OSF has the meaning of the definition at clause 3, Definitions.

Appointment

- 19.1.2 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.
- 19.1.3 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:
- 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.
- 19.1.4 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

- 19.1.5 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.
- 19.1.6 An OSF will not be paid for the Christmas closedown period unless they are directed to work over that period by their Line Manager.
- 19.1.7 The University's AWMS does not apply to OSFs.
- 19.1.8 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.

- 19.1.9 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.
- 19.1.10 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

- 19.1.11 An OSF will be entitled to annual leave, LSL and personal/carer's leave on a proportionate basis.
- 19.1.12 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.
- 19.1.13 All leave entitlements will accrue on a proportionate basis over the calendar year.
- 19.1.14 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.
- 19.1.15 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

- 19.1.16 An OSF may be terminated at the initiative of the University in accordance with the provisions of clause 70, Termination by the University.
- 19.1.17 Provisions of clause 65, Redeployment and Redundancy (Academic Staff) apply.

19.2 Employment in Curtin English

Employment conditions for English Teacher Staff Members employed within Curtin English are as prescribed in Schedule 10, Employment in Curtin English.

20 Employment (Professional and General Staff)

20.1 The provisions of this clause apply only to Professional and General Staff Members.

20.2 Employment at Curtin FM 100.1

20.2.1 The provisions of this clause apply only to Staff Members appointed at Curtin FM 100:1:

Hours of Work and Overtime

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

20.2.3 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.

20.2.4 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

20.2.5 A Staff Member will be paid a base salary in accordance with Schedule 1, Staff Salaries.

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

Superannuation

20.2.7 Staff Members employed by Curtin FM after the date of operation of this Agreement will be entitled to superannuation contributions equivalent to the Government Superannuation Guarantee legislation:

- a) currently 9.5% for fixed term and continuing Staff Members
- b) currently 9.5% for casual and part time Staff Members whose wages are \$450 or more per calendar month.

20.3 Casual Employment in Abacus Labs and University Library

20.3.1 The provisions of this clause apply only to Casual Staff Members engaged in:

- a) Abacus Labs (or however called); and
- b) University Library.

20.3.2 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.

20.4 Casual Employment in Housing Services

20.4.1 The provisions of this clause apply only to Casual Staff Members engaged in Housing Services as:

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

20.4.2 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.

20.5 Trainees and Apprentices

20.5.1 For the purposes of this clause:

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.

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

20.5.3 Indentured trainees employed through a Group Training Scheme will be paid not less than the rates applicable to an apprentice employed by the University.

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%

- 20.5.4 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:
- 20.5.5 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.
- 20.5.6 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%

- 20.5.7 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)

21 Academic Roles

21.1 Definitions

Innovation and Scholarship of Learning and Teaching (ISoLT) means the development and implementation of innovative approaches to learning and teaching (teaching delivery and teaching related duties) at the University, and systematic evidence-based scholarly enquiry into learning and teaching.

Teaching includes teaching delivery and teaching related duties.

The following academic roles are described in this clause:

- a) teaching and research academic;
- b) teaching academic;
- c) teaching academic (clinical professional);
- d) research academic;
- e) academic professional fellow;
- f) scholarly teaching fellow (STF).

21.2 Teaching and Research Academics

A teaching and research academic will demonstrate sustained performance in teaching, research, service and leadership or other activities, commensurate with their level of appointment and experience.

21.3 Teaching Academic and Teaching Academic (Clinical/Professional)

- 21.3.1 A teaching academic appointment will be to either a teaching academic or teaching academic (clinical/professional) role.
- 21.3.2 A Staff Member appointed to a teaching academic (clinical/professional) role will be required to have qualifications and experience recognised by the University as appropriate for the relevant discipline area.
- 21.3.3 A teaching academic will demonstrate sustained performance in teaching, service and leadership and engage in innovation and scholarship of learning and teaching (ISoLT) commensurate with their level of appointment and experience.
- 21.3.4 A teaching academic (clinical/professional) will demonstrate sustained performance in teaching, innovation, service and leadership in their profession, relevant area of contemporary enquiry or area of clinical expertise, commensurate with their level of appointment and experience.

21.4 Research Academic

21.4.1 A research academic will demonstrate sustained performance in research, including the production of high quality research outputs, service and leadership in furthering the research excellence of others, and obtaining external research funding commensurate with their level of appointment and experience.

21.4.2 Research academics will be focused on research with the expectation of some teaching delivery and teaching related duties, including higher degree by research supervision.

21.5 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.

21.6 Scholarly Teaching Fellow

21.6.1 A Scholarly Teaching Fellow will principally undertake:

- a) Teaching Delivery and Teaching-related Duties and their salary will be as per Table 2 of Schedule 1 of the Agreement, and
- b) Work that would otherwise have been performed in the University by a Casual Academic Staff Member

21.6.2 No later than six months prior to the end of a STF's third year of a 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 academic role, a teaching academic 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 academic or teaching and research academic role is identified.

21.7 Appointment to a Different Role

21.7.1 Any academic Staff Member may apply for and be appointed to another academic role based on merit.

21.7.2 The University may offer an academic Staff Member an appointment to a different role where that appointment is made for the purposes of career development such as in Early Career Transition Researcher programs or as part of other supportive career transition/advancement plans.

22 Hours of Work and Workload (Academic Staff)

22.1 The provisions of this clause do not apply to:

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

22.2 Definitions

Academic Workload includes any of the duties relating to teaching delivery and teaching related duties, research, innovation and scholarship of learning and teaching (teaching delivery and teaching related) (ISoLT), creative production, leadership administration and service to the University, broader community and industry.

Innovation and Scholarship of Learning and Teaching (ISoLT) has the meaning of the definition at clause 21 Academic Roles.

Teaching has the meaning of the definition at clause 21 Academic Roles.

Teaching Delivery means the provision of education through activities such as collaborative teaching, seminars, lectures, tutorials, demonstrations, laboratory sessions, clinical/practicum sessions, fieldwork, supervision, or other teaching methods, inclusive of teaching that is delivered online, or through distributed learning or at a distance.

Teaching-related Duties includes curriculum development; unit coordination; preparation of materials; consultation; assessment and feedback; higher degree by research supervision; and training in new modes of teaching delivery.

22.3 Academic Workload

22.3.1 A full-time academic Staff Member's Workload will be allocated on 1875 hours per annum, less any period of annual leave, parental leave and long service leave recorded in University leave records. On the basis that annual leave of 4 weeks (150 hours) is recorded, then workload will be allocated based on 1725 hours per annum.

22.3.2 Full time hours of work for an academic Staff Member are described in Table 1 of this clause:

TABLE 1 – HOURS OF WORK (ACADEMIC STAFF MEMBERS)			
Annual hours based on 37.5 hours per week	Hours to be allocated less 75 hours of public holidays	Annual leave Hours	Hours allocated before other leave
1950	1875	150	1725

- 22.3.3 No Staff Member will be required to undertake Teaching Delivery on weekends unless mutually agreed between the University and the Staff Member.
- 22.3.4 An academic Staff Member's workload will be allocated having regard to the scope of the academic role, agreed objectives for personal development and career progression, and early career status.
- 22.3.5 Academic Workload will be allocated within the parameters established to each role in clause 22.4 Teaching and Research Academics, clause 22.5 Teaching Academics, clause 22.6 Research Academics and clause 22.7 Scholarly Teaching Fellows, except where a Staff Member has agreed to vary these parameters.
- 22.3.6 For the purposes of workload allocation, higher degree by research supervision may be allocated as research activity with the agreement of the Staff Member.
- 22.3.7 The Head of School will determine, after consultation with academic Staff Members within the School, the allocation of academic workload within the School. The Head of School will use their best endeavours to allocate academic workload in a fair and transparent manner.
- 22.3.8 For the purposes of determining the allocation of academic workload Staff Members undertaking self-directed research will be responsible for providing their annual research plan to the Head of Schools before November each year to support research planning and workload allocations, including any period free of teaching delivery and teaching related duties.
- 22.3.9 Allocations of academic workload will be reasonable, having regard to academic role and career stage, and will allow time for staff to perform their assigned duties and to achieve their planned research, teaching or ISoLT outcomes.
- 22.3.10 The Head of School will publish all academic workload allocations in a timely manner. 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.
- 22.3.11 An academic staff member who is dissatisfied with their academic workload allocation may seek a review by the Pro-Vice Chancellor.

22.4 Teaching and Research Academics

22.4.1 A teaching and research academic will have a minimum of 50 days (equivalent to ten weeks) free from Teaching Delivery and Teaching Related duties each year, preferably allocated in blocks of weeks. Allocations will be determined by the Head of School after consultation with the Staff Member on the annual research plan provided by the Staff Member as per clause 22.3.8.

22.4.2 A teaching and research academic will be allocated a workload which will vary according to the mix of research and other academic duties.

The workload will consist of:

- a) Teaching Delivery and Teaching-related duties within a range of 30 to 60% of available work hours;
- b) Research within a range of 20 to 50% of available work hours;
- c) 20% of available work hours allocated to collegial, administrative and professional activities.

22.4.3 The Head of School will determine the range of time allocated to research for a teaching and research academic based on their demonstrated research outputs and an agreed plan of research activities and research outcomes.

22.5 Teaching Academics

22.5.1 A teaching academic will be allocated workload of:

- a) Teaching Delivery and Teaching-related Duties within a range of 50 to 70% of available work hours, which will vary according to the mix of ISoLT and other academic duties.
- b) ISoLT within a range of 10 to 30% of available work hours, and
- c) 20% of available work hours allocated to collegial, administrative and professional activities.

22.5.2 The Head of School will determine the range of time allocated to ISoLT for a teaching academic based on ISoLT outputs, involvement in University projects or initiatives and an agreed plan of activities and planned outcomes in ISoLT.

22.6 Research Academics

22.6.1 A research academic will be allocated workload comprising:

- a) research within a range of 50 to 70% of available work hours, which will vary according to the mix of Teaching and other academic duties;
- b) Teaching Delivery or Teaching Related duties in the range of 10 to 30% of available work hours;
- c) 20% of available work hours allocated to collegial, administrative and professional activities.

22.6.2 A research academic will be focused on research, but will be expected to undertake some Teaching Delivery.

22.6.3 The Head of School will determine the allocation of Teaching and/or Teaching-related duties based on demonstrated research outputs and an agreed plan of research activities and planned outcomes.

22.7 Scholarly Teaching Fellow

22.7.1 An STF 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.

22.8 Maximum Teaching Delivery Hours

Maximum teaching delivery hours per annum for academic Staff Members are described in Table 2 of this clause:

TABLE 2 – MAXIMUM TEACHING DELIVERY HOURS							
Range of time allocated	10%	20%	30%	40%	50%	60%	70%
Maximum Teaching Delivery hours per year	68	136	204	260	340	408	476

22.9 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.

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

The provisions of clauses 23 to 28 apply only to Professional and General Staff Members.

23 Workload (Professional and General Staff)

- 23.1 The total workload allocated to a Staff Member must be reasonable.
- 23.2 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.
- 23.3 Workload for new and existing Staff Members will be confirmed through the University's work planning and performance review processes.
- 23.4 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.
- 23.5 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 Hours of Work (Professional and General Staff)

- 24.1 The Full-time ordinary hours of work will be 7.5 hours per day, 37.5 hours per week.
- 24.2 The Part-time ordinary hours of work will be less than 37.5 hours per week.
- 24.3 Subject to the University's reasonable operational requirements and clause 26.2 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.
- 24.4 The University will endeavour to ensure that a Staff Member does not work more than 10 hours during any 24 hour period.
- 24.5 Meal Break – Ordinary Hours of Work
 - 24.5.1 A Staff Member will be entitled to an unpaid meal break of at least 30 minutes.
 - 24.5.2 No more than 5 hours will be worked without a meal break.

25 Flexitime

- 25.1 A Staff Member who has entered into a flexitime arrangement in accordance with clause 51, 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.
- 25.2 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.
- 25.3 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.
- 25.4 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;

- 25.5 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.
- 25.6 The Staff Member may carry over their accumulated flexitime into the next calendar year with the approval of their Line Manager.
- 25.7 A Staff Member's absence on flexitime accumulated in accordance with this clause will not contribute to the accumulation of further flexitime.

26 Overtime

26.1 Definitions

For the purposes of this clause 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 24, 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.

26.2 Reasonable Hours of Overtime

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

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

26.2.3 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;
- 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.

26.3 Overtime General Provisions

26.3.1 This clause applies to Staff Members on Continuing Appointments, Fixed Term Appointments and Casual Staff Members.

26.3.2 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.

26.3.3 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 26.10.

26.3.4 The provisions for a Staff Member being held On call, who is required to Return to Duty, will be in accordance with clause 33.9, On Call Allowance.

26.4 Meal Break - Overtime

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

26.4.2 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.

26.4.3 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.

26.5 Ten Hour Break when Overtime Worked

26.5.1 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.

26.5.2 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).

26.6 Payment for Overtime

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

Weekdays

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

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

26.6.3 After 3 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

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

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

26.6.5 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

26.6.6 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

- 26.6.7 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):

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

- 26.6.8 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:

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

26.7 Recall to Duty

- 26.7.1 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 26.6, Payment for Overtime. Provided that this payment will also cover any further required return to duty during the 3 hour period.
- 26.7.2 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.

26.8 Travelling Time and Time Off in Lieu

- 26.8.1 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.
- 26.8.2 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.
- 26.8.3 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.

- 26.8.4 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 26.8.2.

26.9 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.

26.10 Time off in Lieu of Overtime (TOIL)

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

- 26.10.2 TOIL will be taken at the rate equivalent to the Overtime payment appropriate to the hours worked as outlined in clause 26.6, Payment for Overtime.

- 26.10.3 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.

- 26.10.4 Where the Staff Member has not taken the TOIL within the period as arranged in accordance with clause 26.10.3, the University will pay the Staff Member the accrued TOIL at the relevant Overtime rate.

27 Shiftwork – General Provisions

27.1 Application

This clause 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.

27.2 Definitions

For the purposes of this clause, 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.

27.3 Shiftwork Hours and Rosters

27.3.1 A Full-time Shiftworker will work 75 hours per fortnight, exclusive of meal breaks.

27.3.2 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.

27.3.3 A shift will be continuous, other than for meal breaks, and will be no longer than 10 hours in duration.

27.3.4 There will be a break of at least 10 hours between consecutive shifts.

27.3.5 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.

27.3.6 A Shiftworker will work no more than 5 hours without a meal break of at least 30 minutes and not more than 60 minutes.

- 27.3.7 A Roster may only be altered on account of a contingency that the Line Manager could not have been reasonably expected to foresee.
- 27.3.8 If a shiftwork Roster is altered, the Shiftworker will be provided with a least 24 hours notice of a changed shift.
- 27.3.9 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.

27.4 Shiftwork Allowance Entitlements

- 27.4.1 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:

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

- 27.4.2 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 27.4.1.

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

- 27.4.3 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.
- 27.4.4 A Full-time Shiftworker whose normal rostered day off falls on a University-observed public holiday, as defined in clause 49, Public Holidays, is entitled to an additional day's leave in lieu to be taken within the following 12 months.
- 27.4.5 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 26, Overtime.
- 27.4.6 The notion of rostered day off does not apply to Part-time Shiftworkers.

- 27.4.7 A Shiftworker is entitled to leave entitlements in accordance with clause 37, Annual Leave.

28 Shiftwork – Security Staff

28.1 Definitions

For the purposes of this clause 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.

28.2 Application

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

28.3 Shiftwork Hours and Rosters

- 28.3.1 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.
- 28.3.2 A shift will be continuous and will be no longer than 12 hours in duration.
- 28.3.3 There will be a break of at least 10 hours between consecutive shifts.
- 28.3.4 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.
- 28.3.5 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.
- 28.3.6 A Continuous Shiftworker may be rostered during any hour of the day or night.
- 28.3.7 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 63, Change 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 27.4 Shiftwork Allowance Entitlements.

28.3.8 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 28.3.7.

28.3.9 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.

28.3.10 A 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.

Shiftwork Loading

28.3.11 A Continuous Shiftworker will, in addition to their normal salary, be paid an annualised shiftwork loading.

28.3.12 For the purposes of this clause the penalty rate multipliers in Table 1 below will apply:

Table 1	
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

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

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

28.3.14 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

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

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

28.3.16 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 39.1.5(a) and (c) Personal and Carer's Leave:

- 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.

28.3.17 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 26, Overtime. The rate of pay for the purpose of calculating Overtime will include the shiftwork loading.

28.3.18 A Continuous Shiftworker will receive leave entitlements in accordance with clause 37, Annual Leave.

SALARIES, ALLOWANCES AND OTHER REMUNERATION MATTERS

29 Salary and Increments

- 29.1 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 Curtin English who will be paid a minimum salary by the University in accordance with Schedule 10, Employment in Curtin English.
- 29.2 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	
Increase	Effective Date
0	
0.6% plus \$400 uplift to base salary	1 Jan 2018
1.5%	18 February 2019
0.4% plus \$1,150 uplift to base salary	15 April 2020
2%	30 June 2021

- 29.3 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

- 29.4 Where a Staff Member does not have access to electronic payslips, the University will make arrangements for the Staff Member to receive a copy of the payslip.

30 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.

31 Allowances

If a Staff Member receives for a continuous period of 12 months any allowance provided for under clauses 31 to 33, the Staff Member is entitled to receive that allowance during annual leave, unless otherwise specified in this Agreement.

31.1 Camping Allowance

- 31.1.1 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.
- 31.1.2 A camping allowance will not be paid in conjunction with a travelling allowance or transfer allowance prescribed in this Agreement.
- 31.1.3 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.

31.2 First Aid Allowance

- 31.2.1 For the purposes of this clause, the following definition(s) apply:

Suitably Qualified Staff Member means a Staff Member holding current statements of attainment which may include, but are not limited to, the successful completion of a senior first aid training course and an accredited mental health first aid course.

- 31.2.2 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.
- 31.2.3 The first aid allowance will be indexed in accordance with salary increases contained in this Agreement.
- 31.2.4 A Part-time Staff Member who is appointed as a first aid officer is entitled to this allowance proportionate to hours worked.

31.3 Health and Safety Representative Allowance

- 31.3.1 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.
- 31.3.2 Ongoing receipt of the allowance will be subject to a Health and Safety representative undertaking reasonable endeavours to fulfil their role as per University safety procedures and relevant legislation.
- 31.3.3 Increases to the health and safety representative allowance will be indexed in accordance with salary increases contained in this Agreement.
- 31.3.4 A Part-time Staff Member who is appointed as a health and safety representative is entitled to this allowance proportionate to hours worked.

31.4 Locality Allowance

- 31.4.1 For the purposes of this clause, 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.
- 31.4.2 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.
- 31.4.3 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.
- 31.4.4 A Staff Member with Dependant(s) is entitled to double the locality allowance prescribed in Schedule 4(6), Locality Allowance.

- 31.4.5 A Part-time Staff Member will be entitled to a locality allowance proportionate to hours worked.
- 31.4.6 A Staff Member will continue to receive a locality allowance during periods of approved paid leave.
- 31.4.7 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.
- 31.4.8 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.
- 31.4.9 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.

31.5 **Motor Vehicle Allowance**

- 31.5.1 For the purposes of this clause the following definition(s) apply:

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

- 31.5.2 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.
- 31.5.3 For the purposes of clause 31.5.2, 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 31.5.4 applies.
- 31.5.4 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 33.9, On Call Allowance, or is recalled to duty in accordance with clause 26.7, 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.

- 31.5.5 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.

31.6 Transfer Allowance

- 31.6.1 This clause 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.

- 31.6.2 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

- 31.6.3 A Staff Member to whom this clause 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.

- 31.6.4 A Staff Member to whom this clause applies who is placed into accommodation supplied by the University will not be entitled to a transfer allowance in accordance with clause 31.6, except if entry into such accommodation is delayed due to circumstances beyond the control of the Staff Member.

- 31.6.5 If a Staff Member is able to show by the production of receipts or other evidence that an allowance payable under this clause 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

- 31.6.6 A Staff Member to whom this clause applies will be reimbursed the following:

- a) the actual reasonable cost of conveyance of the Staff Member and Dependents;

- 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

- 31.6.7 If a Staff Member is able to show through production of receipts or other evidence that an allowance payable under this clause 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

- 31.6.8 Where the University has paid or reimbursed transfer and conveyancing expenses for a Staff Member in accordance with this clause 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

- 31.6.9 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.

31.7 Travelling Allowance

Corporate Credit Card Entitlement

- 31.7.1 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 Staff Member is not entitled to any per diem travelling allowance.
- 31.7.2 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.
- 31.7.3 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 31.7.4.

Travelling Allowance Entitlement

- 31.7.4 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, 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 the applicable Australian Tax Office Determination expense amounts (as amended from time to time) 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

- 31.7.5 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.

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.

32 Allowances (Academic Staff)

32.1 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.

33 Allowances (Professional and General Staff)

- 33.1 The allowances prescribed in this clause apply only to Professional and General Staff Members.

- 33.2 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.

- 33.3 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.

33.4 Allowances – Industry Trade Qualified Staff Members

- 33.4.1 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.

- 33.4.2 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.

- 33.4.3 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.

- 33.4.4 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.

33.5 Allowances – Industry Assistants

- 33.5.1 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.
- 33.5.2 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.
- 33.5.3 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.
- 33.5.4 A Staff Member under clause 33.5.1 who:
- 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 33.8, Higher Duties Allowance for the period the Staff Member is required to utilise these skills or qualifications.

33.6 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.

33.7 Dirty Work Allowance

- 33.7.1 This clause 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 33.4, Allowances – Industry Trade Qualified Staff Members;
 - b) clause 33.5, Allowances – Industry Assistants;
 - c) clause 33.6, Allowances – Non-Trades Qualified Leading Hands.
- 33.7.2 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.

33.8 Higher Duties Allowance

- 33.8.1 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.
- 33.8.2 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.
- 33.8.3 A higher duties allowance will be the difference between the Staff Member's salary and the salary of the higher classified position.
- 33.8.4 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.
- 33.8.5 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.
- 33.8.6 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.

33.9 On call Allowance

- 33.9.1 For the purposes of this clause, 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 their ordinary hours of work.

- 33.9.2 A Staff Member who is On call will be paid an On call allowance in accordance with Schedule 4(8), On-call Allowance.
- 33.9.3 A Staff Member who is On call on a University-observed public holiday prescribed in clause 49, Public Holidays will be paid an On call allowance in accordance with Schedule 4(8), On-call Allowance.
- 33.9.4 On call allowances will be indexed in accordance with salary increases contained in this Agreement.
- 33.9.5 Subject to clause 33.9.7, 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 26, 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.
- 33.9.6 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 26, Overtime.
- 33.9.7 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 26, Overtime.
- 33.9.8 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.
- 33.9.9 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.
- 33.9.10 Line Managers will reasonably consult with Staff Members regarding on call rosters.

34 Superannuation

- 34.1 The University will provide superannuation arrangements for all Staff Members as follows:
- 34.2 Subject to clauses 34.2(a) and 34.3 UniSuper shall be the nominated superannuation fund provider for all Curtin employees for the life of this Agreement.
- a) The University will make payments to a complying superannuation fund nominated by the Staff Member subject to the provisions of the UniSuper Trust Deed. At the date of this Agreement, the UniSuper Trust Deed permits up to 5% of the University's staff to nominate a fund other than UniSuper, and it is agreed that any change to the terms of the UniSuper Trust Deed during the life of this Agreement will have immediate effect; or
 - b) In the absence of the Staff Member nominating a complying superannuation fund, or where the UniSuper Trust Deed does not permit payments to an alternative fund, the University will make contributions to Unisuper.
- 34.3 If during the life of the Agreement the University can demonstrate that the performance of UniSuper is such that the University and its employees would be better off overall by not having UniSuper as the preferred fund for all Curtin employees the University will confer with the union parties to this Agreement on alternative superannuation arrangements. Following such consultation it is agreed that the parties will consider varying the terms of this clause to give effect to alternative superannuation arrangements. The union parties to the Agreement will not unreasonably withhold consent to such a variation where the University provides appropriate evidence that UniSuper's performance and service has been unsatisfactory.

- 34.4 The University will make contributions to the Staff Member's superannuation fund at the contribution rates prescribed in Table 1 below as follows:

Employment Status	Employer contribution
Continuing Staff Member on a 50% or more service fraction	17% inclusive of Government Superannuation Guarantee (GSG) amount
Continuing Staff Member on less than a 50% service fraction	GSG amount until 14 April 2020. Then from 15 April 2020 17% inclusive of GSG amount.
Fixed term Staff Member on a 50% or more service fraction and the term of the contract is 2 years or more	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 until 28 February 2021 Then from 1st March 2021 17% inclusive of GSG amount.
Fixed term Staff Member if the term of the contract is less than 2 years	GSG amount until 28 February 2021 Then from 1st March 2021 17% inclusive of GSG amount.
Casual Staff Member	GSG amount
Research-only Staff Member	Refer Clause 34.10.1
Ongoing Sessional Fellow (OSF)	Refer Clause 34.10.3
Staff Member on Curtin Research Contract	Refer Clause 34.10.4
New Staff Members in Curtin FM	GSG amount Refer Clause 34.10 .5

- 34.5 At the date of commencement of this Agreement the Government Superannuation Guarantee rate is 9.5%.

- 34.6 Staff Members to whom the 17% employer contribution rate applies, may elect to receive less than 17% superannuation contributions, to the extent the UniSuper Trust Deed permits. At the date of this Agreement, the UniSuper Trust Deed permits up to 5% of the University's staff to elect a reduction of the contribution.
- 34.7 Any agreement between the University and the Staff Member made as per clause 34.6 will contain provisions ensuring that:
- a) the University contribution will not be less than the GSG amount; and
 - b) the foregone part of the contribution is paid as salary.
- 34.8 A Staff Member may apply to the University to make payments on their behalf to their superannuation fund to cover their member and/or the employer contributions for any periods of authorised leave without pay. Such payments will be funded by the Staff Member.
- 34.9 Existing Membership of Other Super Funds**
- 34.9.1 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). Arrangements may be subject to change in accordance with the State Superannuation Act (WA) 2000.
- 34.9.2 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.
- 34.10 Superannuation Entitlement for Specific Groups of Staff**
- Research-only Staff Members**
- 34.10.1 A Staff Member will be entitled to 17% employer contribution (inclusive of GSG amount) if the Staff Member:
- a) is appointed to a position on a research only contract of 50% or more service fraction for 2 years or more; or
 - b) 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.
- 34.10.2 From 1 March 2021, 17% employer contribution inclusive of GSG will be payable to all Research-only Staff Members (except for casual staff members).

Ongoing Sessional Fellows (OSF)

34.10.3 A Staff Member appointed as an Ongoing Sessional Fellow will have the same entitlements as a Fixed Term Staff Member.

Staff Members Appointed on Curtin Research Contracts

34.10.4 A Staff Member appointed on Curtin Research Contracts will have the same entitlements as a Fixed Term Staff Member.

Staff Members appointed at Curtin FM 100.1

34.10.5 As at commencement of this Agreement, newly appointed Staff Members as per Clause 20.2 of this Agreement employed within Curtin FM will be entitled to superannuation contributions equivalent to the GSG amount.

35 Repayment on Early Resignation

35.1 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:

- 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.

35.2 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.

36 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

37 Annual Leave

37.1 Definitions

For the purposes of this clause 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 225 hours (30 days).

37.2 Annual Leave Entitlement

- 37.2.1 The provisions of this clause do not apply to Casual Staff Members.
- 37.2.2 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.
- 37.2.3 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.
- 37.2.4 All Staff Members on Continuing Appointments are entitled to access 150 hours (20 days) annual leave in advance from 1 January of each year.
- 37.2.5 A Part-time Staff Member is entitled to annual leave proportionate to hours worked.
- 37.2.6 Annual leave may be taken in minimum periods of 3.75 hours ($\frac{1}{2}$ day).
- 37.2.7 If the period during which a Staff Member takes annual leave includes a University-observed public holiday prescribed in clause 49, Public Holidays, the Staff Member is entitled to the public holiday and will not be on annual leave.
- 37.2.8 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.

- 37.2.9 A Line Manager will not unreasonably refuse a Staff Member's application for annual leave made in accordance with clause 37.2.8.
- 37.2.10 A 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.

37.3 Annual Leave Loading

- 37.3.1 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 Bureau of Statistics average weekly earnings for all males (Australia) for the preceding May quarter.
- 37.3.2 Annual leave loading will be paid on a maximum of 150 hours (20 days) of annual leave.
- 37.3.3 A Part-time Staff Member is entitled to annual leave loading proportionate to hours worked.
- 37.3.4 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.
- 37.3.5 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.

37.4 Cessation of Employment

- 37.4.1 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.
- 37.4.2 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 36, Recovery of Outstanding Debts.

37.5 Direction to take Excess Accrued Annual Leave

- 37.5.1 If a Staff Member has Excess Accrued Annual Leave, the taking of such leave will be managed in accordance with this Agreement and leave procedures established by the University.
- 37.5.2 The University will encourage and enable staff to take annual leave each year and will send a notice to a staff member upon accrual of 30 days or 225 hours annual leave (or the pro rata equivalent for part time Staff Members) requesting them to submit a leave plan that will ensure they take leave of a nominated amount up to 20 days or 150 hours at a mutually agreeable time within 6 months.
- 37.5.3 Where accrued leave is in excess of 40 days then the Staff Member may be requested to submit a leave plan that will reduce accrued leave to below 30 days at a mutually agreeable time within 12 months.
- 37.5.4 If no leave plan is submitted within 4 weeks of issuing the notice to the Staff Member then the Line Manager can direct the Staff Member, where it is reasonable to do so, to take leave of up to 20 days over the ensuing 6 months or the amount of leave required to reduce the balance of accrued leave to below 30 days over the ensuing 12 months.
- 37.5.5 Where a Staff Member is directed to take leave under this clause they will be given no less than 8 weeks' notice.

37.6 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.

37.7 Cashing out of Annual Leave

- 37.7.1 A Staff Member may make written application to the Director People and Culture to cash out Accrued Annual Leave.
- 37.7.2 The Director, People and Culture will not approve an 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.
- 37.7.3 Staff Members are advised to seek financial advice before making an application to cash out annual leave. Any acceptance of an application to cash out annual leave must be documented in a written agreement between the Staff Member and the University.

- 37.7.4 Any annual leave cashed out by a Staff Member will be paid in the full amount that would have been payable to the Staff Member had the Staff Member taken the period of leave being cashed out.

38 Long Service Leave (LSL)

38.1 Entitlement to Long Service Leave (LSL)

- 38.1.1 A Full-time Staff Member's accrued LSL entitlement is 487.5 hours (65 days) of LSL at the date of each qualifying period.
- 38.1.2 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.
- 38.1.3 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.
- 38.1.4 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.
- 38.1.5 A Staff Member accumulates, but does not accrue, their LSL on a daily basis at the rate prescribed in clause 38.1.2, clause 38.1.3 or clause 38.1.4, as appropriate.
- 38.1.6 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.

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

- 38.2.1 The University will grant a Staff Member early access to LSL on a pro rata basis, subject to the provisions of this clause, 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.

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

38.3 Taking of Long Service Leave

- 38.3.1 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 38.1.5 and clause 38.1.1 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.
- 38.3.2 LSL may be taken in minimum periods of 1 day.
- 38.3.3 A Staff Member may apply to take LSL for double the period on half pay or half the period on double pay.
- 38.3.4 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.
- 38.3.5 If the period during which a Staff Member takes LSL includes a University-observed public holiday prescribed in clause 49, Public Holidays, the Staff Member is entitled to the public holiday and will not be on LSL.
- 38.3.6 A Staff Member will not engage in any employment for reward during any period when they are on LSL.

38.4 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:

- 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.

38.5 Cashing Out Long Service Leave

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

38.6 Requirement to take Accrued Long Service Leave

- 38.6.1 A Staff Member will take any accrued LSL within 3 years of it being accrued, subject to the provisions of this clause.
- 38.6.2 In exceptional circumstances, if operational requirements have prevented a Staff Member from taking their accrued LSL as prescribed in clause 38.6.1, the Director, People and Culture 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.
- 38.6.3 If a Staff Member does not take accrued LSL within 3 years as prescribed in clause 38.6.1, and has not been granted an extension under clause 38.6.2, the University may direct the Staff Member to take some or all of that accrued LSL.
- 38.6.4 Where a Staff Member is directed to take that accrued LSL in accordance with clause 38.6.3 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 38.6.4(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.
- 38.6.5 In endeavouring to reach agreement in accordance with clause 38.6.4(a), the Line Manager and the Staff Member will take into account:
 - a) operational requirements; and
 - b) any mitigating circumstances raised by the Staff Member.

38.7 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 72.6, Pre-Retirement Arrangement Options.

38.8 Paying out Long Service Leave on Cessation of Employment

- 38.8.1 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 38.1.5, subject to the Staff Member having completed an initial 7 years Continuous Service (including any recognition of prior service).
- 38.8.2 Where a Professional and General Staff Member is terminated at the initiation of the University in accordance with clause 67, Managing Unsatisfactory Work Performance or clause 68 Managing Misconduct clause 38.8.1(b) will not apply.
- 38.8.3 Where an Academic Staff Member is terminated at the initiation of the University in accordance with clause 68, Managing Misconduct clause 38.8.1(b) will not apply.
- 38.8.4 Notwithstanding clause 38.8.1, 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.

38.9 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.

39 Personal and Carer's Leave

39.1 Personal Leave Entitlement

- 39.1.1 A Casual Staff Member is not entitled to Personal Leave.
- 39.1.2 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.
- 39.1.3 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.
- 39.1.4 A Part-time Staff Member is entitled to Personal Leave proportionate to hours worked.
- 39.1.5 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 related to family or domestic violence and to utilise resources available in the University's family and domestic violence procedures;
 - e) to attend to matters of a personal and pressing nature that require immediate attention;
 - f) to attend ceremonial or cultural events to comply with traditional customs and laws.
- 39.1.6 Personal Leave absences for reasons prescribed in clause 39.1.5(e) will not exceed 37.5 hours (5 days) in a calendar year.
- 39.1.7 Personal Leave absences for reasons prescribed in clause 39.1.5(f) 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.
- 39.1.8 Personal Leave may be taken in minimum periods of 1 hour.
- 39.1.9 If the period during which a Staff Member is on Personal Leave includes a public holiday prescribed in clause 49, Public Holidays, the Staff Member is entitled to the public holiday and will not be on Personal Leave.

- 39.1.10 The University may grant a Staff Member's application to have accrued Personal Leave entitlements paid out in a lump sum if:
- 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.

39.2 Unpaid Carer's Leave Entitlement

- 39.2.1 A Casual Staff Member is entitled to unpaid carer's leave.
- 39.2.2 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.
- 39.2.3 A Staff Member will only take unpaid carer's leave if their paid Personal Leave is exhausted.
- 39.2.4 A Staff Member may take unpaid carer's leave as prescribed in clause 39.2.2 as:
- a) consecutive days; or
 - b) separate periods as agreed between the Staff Member and their Line Manager;
- totalling 2 days for each occasion.

39.3 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, People and Culture. The exceptional circumstances include attending to matters related to family or domestic violence.

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

39.3.1 A Staff Member who is absent on:

- a) Personal Leave for reasons prescribed in clause 39.1.5; or
- b) unpaid carer's leave for reasons prescribed in clause 39.2.2;

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.

39.3.2 Subject to clause 39.4.1, a Staff Member who is absent on Personal Leave or unpaid carer's leave for reasons prescribed in clauses 39.1.5 or 39.2.2 will, as soon as practicable but not later than the date of their return to work submit a leave application covering the period of their absence.

39.3.3 Where a Staff Member takes Personal Leave for reasons prescribed in clauses 39.1.5(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.

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

39.4 Return to Work after Extended Personal Leave

39.4.1 Where a Staff Member:

- a) has been absent from work on Personal Leave for reasons prescribed in clause 39.1.5(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 safe 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, People and Culture or nominee.

39.4.2 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, People and Culture or nominee.

39.5 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 Compassionate Leave

40.1 Paid Compassionate Leave Entitlement

40.1.1 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; and/or
- b) dies.

40.1.2 A Staff Member may take compassionate leave for a particular occasion as prescribed in clause 40.1.1 as a single continuous period or as separate periods totalling 22.5 hours, as agreed between the Staff Member and their Line Manager.

40.1.3 If a Staff Member has fully utilised their compassionate leave entitlement as prescribed in clause 40.1.1, they may be entitled to access Personal Leave as prescribed in clause 39, Personal and Carer's Leave.

40.1.4 This clause does not apply to Casual Staff Members.

40.2 Unpaid Compassionate Leave Entitlement

40.2.1 All Staff Members, including Casual Staff Members, will be entitled to unpaid compassionate leave subject to the provisions of clause 40.3.

- 40.2.2 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; and/ or
 - b) dies.
- 40.2.3 A Casual Staff Member may take compassionate leave for a particular occasion as prescribed in clause 40.2.2 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.

40.3 **Staff Member obligations when taking Compassionate Leave**

- 40.3.1 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.
- 40.3.2 A Staff Member who is absent on compassionate leave for reasons prescribed in clause 40.1.1 or 40.2.2 will, as soon as practicable, submit a leave application covering the period of their absence.
- 40.3.3 The University may require the Staff Member to provide reasonable evidence of the need to take compassionate leave.

41 **Parental Leave**

- 41.1 For the purposes of this clause 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 including same sex partners.

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

41.2 Unpaid Parental Leave Entitlement

41.2.1 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.

41.2.2 A Casual Staff Member is entitled to unpaid parental leave in accordance with clause 41.2.1, but is not entitled to paid parental leave.

41.3 Paid Parental Leave Entitlement

41.3.1 A Part-time Staff Member is entitled to paid parental leave in accordance with clause 41.3 proportionate to hours worked.

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

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

- 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)

41.3.3 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.

41.3.4 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)

- 41.3.5 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' 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.
- 41.3.6 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
 - c) the Staff Member being the child's Primary Caregiver for the duration of the leave.

41.4 Parental Leave for Partners (Non-Primary Caregiver)

- 41.4.1 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.
- 41.4.2 A Part-time Staff Member is entitled to the paid parental leave entitlement at clause 41.4.1 proportionate to hours worked.
- 41.4.3 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 41.4.1 or 41.4.2.
- 41.4.4 Where a Staff Member takes paid parental leave in accordance with this clause and at a later date takes paid parental leave as a Primary Caregiver in accordance with clause 41.3, the total period of these two leave entitlements will not exceed 14 weeks.

41.5 Parental Leave – General Provisions

- 41.5.1 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.
- 41.5.2 Notwithstanding clause 41.5.1, 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 41.9, Part Time Work Prior to Parental Leave, paid parental leave entitlements will be based on the Staff Member's ordinary hours of work.
- 41.5.3 A Staff Member on a Fixed Term Appointment will be entitled to unpaid and paid parental leave in accordance with this clause, however the period of parental leave will not extend beyond the term of the Fixed Term Appointment.
- 41.5.4 Subject to clauses 41.4.1 and 41.4.2, 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 41.3, Paid Parental Leave Entitlement, they will be entitled to combine the paid parental leave entitlements, provided that the entitlements cannot be taken concurrently.
- 41.5.5 Subject to clause 41.5, paid parental leave may be taken in conjunction with any period of unpaid parental leave provided for in clause 41.2, Unpaid Parental Leave Entitlement, provided that the maximum period of absence on paid or unpaid parental leave will not exceed 52 weeks.
- 41.5.6 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 41.2 and 41.3 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 41.3.4); 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.
- 41.5.7 Where less than the full entitlement of paid or unpaid parental leave is taken, the unused portion of the leave cannot be preserved.

- 41.5.8 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.

41.6 Recognition of Service and Parental Leave

- 41.6.1 Paid parental leave will count as Continuous Service for the purposes of this Agreement.
- 41.6.2 Notwithstanding clause 41.6.1, 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 as calculated from the start date of the parental leave.
- 41.6.3 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.
- 41.6.4 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 41.3.2(a) and 41.3.3(a).
- 41.6.5 A Staff Member to whom clause 41.3.2 applies, will have any period of unpaid parental leave count toward a completed year of service for the purposes of clause 64, Redeployment and Redundancy (Professional and General Staff) or clause 65, Redeployment and Redundancy (Academic Staff) as applicable.

41.7 Personal Leave Prior to Parental Leave

- 41.7.1 Prior to the commencement of parental leave, a Staff Member may access Personal Leave in accordance with clause 39, 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.

41.7.2 Where a Staff Member's Personal Leave entitlement has been exhausted and they require leave for the purposes prescribed in clause 41.7.1, 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, People and Culture for special Personal Leave.

41.8 Transfer to a Safe Job

41.8.1 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 them to continue in their 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.

41.8.2 Where a Staff Member's position is modified in accordance with clause 41.8.1(a), or where a Staff Member is transferred to a safe position in accordance with clause 41.8.1(b), all other terms and conditions of employment will be maintained.

41.9 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 12, Contract of Employment General Provisions.

41.10 Options for Taking Paid Parental Leave

41.10.1 A Staff Member may take all or part of their paid parental leave on half pay, subject to clause 41.6.2.

41.10.2 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.

41.10.3 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.

41.10.4 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.

41.11 Staff Member Obligations When Taking Unpaid or Paid Parental Leave

41.11.1 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.

41.11.2 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.

41.11.3 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.

41.11.4 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.

41.11.5 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.

41.12 Commencement of Duration of Parental Leave

41.12.1 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.

41.12.2 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.

41.12.3 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.

41.12.4 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.

41.13 Casual Work Whilst on Parental Leave

41.13.1 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.

41.13.2 Where a Staff Member undertakes employment as a Casual Staff Member in accordance with clause 41.13.1 this will not constitute a break in the period of unpaid parental leave.

41.14 Consultation with Staff Member During Parental Leave

41.14.1 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.

41.15 Extended Parental Leave

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

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

41.15.3 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.

41.16 Return to Work after Parental Leave

- 41.16.1 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.
- 41.16.2 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 63, Change and Consultation, and
 - ii) clause 64, Redeployment and Redundancy (Professional and General Staff) or clause 65, Redeployment and Redundancy (Academic Staff), as applicable.
- 41.16.3 Subject to the approval of their Line Manager, and in accordance with clause 22, Hours of Work and Workload (Academic Staff) or clause 24, 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.
- 41.16.4 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.
- 41.16.5 If the University is unable to establish whether reasonable business grounds will be met as required in clause 41.16.4, a trial period of Part-time work will be implemented.
- 41.16.6 Subject to the approval of their Line Manager, a Staff Member who works less than normal work hours, in accordance with clause 41.16.3, may make up the difference of their working hours with LSL.

41.17 Childcare upon Return from Parental Leave

- 41.17.1 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.

41.17.2 Pursuant to clause 41.17.1 a Staff Member with parental responsibilities will, in the first 12 months of returning from parental leave, be entitled to a paid period of up to 1 hour per day, or any greater period as negotiated with their Line Manager.

42 Leave Without Pay (LWOP)

- 42.1 A Staff Member may be granted LWOP, subject to the approval of their Line Manager.
- 42.2 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
 - b) normally, only if a Staff Member has exhausted all annual leave and LSL entitlements.
- 42.3 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, People and Culture.
- 42.4 The Director, People and Culture will confer with the Line Manager, and respond in writing to the appellant within 10 workings days of lodgement of the appeal.
- 42.5 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.
- 42.6 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.
- 42.7 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.

43 Study Leave

- 43.1 The provisions of this clause do not apply to Casual Staff Members.
- 43.2 A Staff Member may apply for study leave of up to 5 hours in total per week on Full Pay, inclusive of travelling time.
- 43.3 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.
- 43.4 A Part-time Staff Member may apply for study leave proportionate to hours worked.
- 43.5 Study leave may be granted subject to the approval of the Staff Member's Line Manager.
- 43.6 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;
 - 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.
- 43.7 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.
- 43.8 The University may provide financial support to Staff Members taking study leave.
- 43.9 A Staff Member may be granted time off with pay to sit for examinations in approved courses of study.

44 Workplace Relations Leave

- 44.1 The provisions of this clause do not apply to Casual Staff Members.
- 44.2 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.
- 44.3 A Part-time Staff Member may be granted workplace relations leave proportionate to hours worked.
- 44.4 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.
- 44.5 The University will not be responsible for costs associated with a Staff Member's attendance at workplace relations training.

44.6 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 44.2.

44.7 Staff Member Obligations When Taking Workplace Relations Leave

44.7.1 A Staff Member will submit an application for workplace relations leave for the purposes of clause 44.2 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.

44.7.2 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.

45 Defence Force Leave

45.1 Defence Force Leave Entitlement

45.1.1 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.

45.1.2 A Part-time Staff Member is entitled to defence force leave proportionate to hours worked.

45.2 Staff Member Obligations When Taking Defence Force Leave

45.2.1 Defence force leave will be granted subject to the operational requirements of the University.

45.2.2 The University may require the Staff Member to provide reasonable evidence of defence training or defence service activities.

46 Jury or Witness Service Leave

46.1 Jury or Witness Service Leave Entitlement

- 46.1.1 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.
- 46.1.2 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.
- 46.1.3 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 46.1.1, where:
- a) they would have been required for work; or
 - b) there is a reasonable likelihood that they would have been required to work.

46.2 Staff Member Obligations When taking Jury or Witness Service Leave

- 46.2.1 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.
- 46.2.2 The University may require the Staff Member to provide reasonable evidence of the requirement for jury or witness service leave.
- 46.2.3 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.

47 Community Service Leave

47.1 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.

47.2 Eligible Community Service Activities

For the purposes of this clause - 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.

47.3 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.

47.4 Staff Member Obligations When Taking Community Service Leave

47.4.1 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.

47.4.2 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.

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

48 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.

49 Public Holidays

49.1 Staff Members (excluding casual staff members) will be entitled to paid leave for the following University-observed public holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Labour Day;
- d) Good Friday;
- e) Easter Monday;
- f) Easter Tuesday;
- g) ANZAC Day;
- h) Western Australia Day;
- i) Anniversary of the Sovereign;
- j) Christmas Day;
- k) Boxing Day (December 26).

49.2 If any of the days mentioned in clause 49.1 falls on a Saturday or on a Sunday, an alternative day will be observed.

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

49.4 If requested by the University, a Staff Member will be required to work on the following public holidays:

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

49.5 Staff Members who are Technical Trades or Technical Trades Assistants working within the University building maintenance area will be required to work

the public holidays in clause 49.4 unless otherwise agreed by their Line Manager.

49.6 Staff Members will not unreasonably be required to work on a Public Holiday.

49.7 If a Staff Member is required to work on any of the public holidays in Clause 49.4; the Staff Member will be entitled to two and a half days (2.5) days in lieu of each public holiday worked.

University Limited Service Period

49.8 The University may observe a Limited Service Period of up to eight (8) business days over December/January of each year.

49.9 From the commencement of this Agreement until the nominal expiry date of this Agreement Staff Members will be entitled to a minimum of four (4) days paid leave in lieu of public holidays worked irrespective of the number of public holidays actually worked.

49.10 During the Limited Service Period Staff Members will be required to take:

- a) time off in lieu of any public holidays worked; or the minimum four days leave as per clause 49.9, whichever is the greater;
- b) annual or other leave and observe public holidays; and
- c) leave without pay

unless specifically requested to work by the University.

49.11 Where the University requests a Staff Member to work during the Limited Service Period, an alternative time to take days in lieu can be agreed with the Line Manager.

49.12 Notwithstanding the provisions of this clause the provisions of clause 19.1, Ongoing Sessional Fellows will apply to an OSF in relation to the Limited Service Period.

WORKPLACE FLEXIBILITY

50 Individual Flexibility Arrangements

- 50.1 A Staff Member may enter into an individual flexibility arrangement with the University about any of the matters contained in clause 50.2 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.
- 50.2 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 41, Parental Leave;
 - b) the taking of purchased leave in addition to the 4 weeks annual leave provided for in clause 37, 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 31, Allowances and clause 32, Allowances (Academic Staff); and clause 33.8, Higher Duties Allowance and clause 33.9, On Call Allowance;
 - e) leave loading referred to in clause 37.3, Annual Leave Loading.
- 50.3 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.
- 50.4 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:
 - 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.

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

50.6 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.

51 Flexible Work Arrangements

51.1 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.

51.2 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.

51.3 Subject to clause 51.1, the University will support flexible working arrangements for Staff Members who:

- a) are experiencing violence from a member of the Staff Members family;
- b) are dealing with the effects of domestic and family violence;
- c) provide care or support to a member of the Staff Member's immediate family, or a member of the Staff Member's household, who requires care or support because the member is experiencing violence from the members family; or
- d) are parents with particular child care needs as described in clause 51.4.

51.4 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.

51.5 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.

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

51.7 Purchased Leave Arrangement

- 51.7.1 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.
- 51.7.2 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.
- 51.7.3 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.
- 51.7.4 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

- 51.7.5 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.

51.8 Deferred Salary Arrangement

- 51.8.1 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.
- 51.8.2 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.
- 51.8.3 On completion of the fourth 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 fourth year of deferment.
- 51.8.4 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.
- 51.8.5 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.
- 51.8.6 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

- 51.8.7 As an alternative to clause 51.8.5, 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;
 - 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 51.8.3 will be calculated as 80% of the average ordinary hours of work over the previous 4 years.

52 Salary Packaging

52.1 For the purposes of this clause the following definition(s) apply:

Total Employment Cost means salary plus oncosts.

52.2 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.

52.3 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.

52.4 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.

52.5 Nothing in this clause 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

53 Work Planning and Performance Review

- 53.1 This clause does not apply to Casual Staff Members or Staff Members on a Fixed Term Appointment of less than 12 months.
- 53.2 Staff Members and their Line Managers will work cooperatively to develop and implement annual work plans.
- 53.3 All Staff Members will complete an annual work plan, setting out details of current activities and development needs.
- 53.4 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.
- 53.4.1 These plans may form the basis for coaching/mentoring and for reviewing individual performance, and may be used for performance bonuses.
- 53.4.2 The University may only use data generated through the process of a student evaluation of teaching and learning for the purposes of assessing an Academic Staff Member's performance together with other sources of information.
- 53.4.3 Issues of Unsatisfactory Work Performance will be separate from those relating to Work Planning and Performance and will be addressed by Line Managers in accordance with clause 67, Managing Unsatisfactory Work Performance.

54 Staff and Organisational Capability

- 54.1 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.
- 54.2 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.
- 54.3 Career and professional development activities will be identified and incorporated in the Staff Member's work plan developed in accordance with clause 53, Work Planning and Performance Review.

OTHER WORKPLACE MATTERS

55 Workplace Wellness

55.1 Healthy Lifestyle Program

- 55.1.1 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.
- 55.1.2 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.
- 55.1.3 A Part-time Staff Member is entitled to paid time off on a proportionate basis of the Full-time entitlement.
- 55.1.4 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.
- 55.1.5 The costs of using University facilities for the program may be included in an individual salary package arrangement as specified in clause 52, Salary Packaging.

55.2 Workplace Bullying

The University will maintain a policy referencing the prevention of workplace bullying.

56 Workplace Rehabilitation

- 56.1 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.
- 56.2 The suitable alternative duties, hours of work and work patterns will be subject to agreement by the University, any approved workplace rehabilitation provider, the Staff Member and the Staff Member's treating medical practitioner.
- 56.3 In the event that agreement cannot be reached, the University may make a decision about suitable alternative duties, hours of work and work patterns provided that such decisions are not inconsistent with the current medical advice.

57 Protective Clothing

- 57.1 If a Staff Member is required by the University to wear protective clothing: the University will, at no cost to the Staff Member:
- a) provide the Staff Member with the protective clothing;
 - b) provide the Staff Member with replacement protective clothing as normal wear and tear occurs; and
 - c) maintain any protective clothing worn by the Staff Member if they handle infectious or hazardous materials, or both.
- 57.2 The Staff Member will be responsible for the reasonable care and maintenance of protective clothing, except for that clothing as provided for at clause 57.1(c) .

58 Staff Member Representation

- 58.1 The University and Staff Members agree to comply with the right of entry provisions in the Act.
- 58.2 Officials or representatives of the Unions will be given the opportunity to provide information to new Staff Members at formal induction programs.

58.3 Union/Nominated Representatives

- 58.3.1 Staff Members may be represented by their Union/Nominated Representative.
- 58.3.2 The Union/Nominated Representative will not unduly interfere with the work of the University.
- 58.3.3 Relevant managers will be given adequate prior notice in writing of a Union/Nominated Representative attending the workplace.
- 58.3.4 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.
- 58.3.5 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.
- 58.3.6 Material which assists Staff Members in understanding conditions of employment may be displayed in the workplace by the Unions or Nominated Representatives.
- 58.3.7 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.

59 Insurance and Indemnity

The University will maintain a broad range of insurance coverage available for Staff Members. A summary of the insurance coverage can be found on the University website.

60 Intellectual Freedom

- 60.1 The University will at all times seek to protect the intellectual freedom of Academic Staff Members.
- 60.2 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.

61 Employment Records

- 61.1 A Staff Member's employment records will be retained securely by the University.
- 61.2 A Staff Member is entitled to examine, copy and comment on material retained in their employment records.

DISPUTE RESOLUTION

62 Dispute Resolution Procedure

- 62.1 For the purposes of this clause a Dispute means matters arising under the Agreement or in relation to the National Employment Standards.
- 62.2 All Staff Members or other parties to the Agreement are able to raise a Dispute.
- 62.3 Each step in the Dispute resolution procedure is mandatory and must be observed and must be followed before proceeding to the next step.
- 62.4 Dispute notifications will be lodged with the Director People and Culture and will:
- a) set out the provision of the Agreement or National Employment Standard to which the Dispute relates;
 - b) detail the nature of the dispute; and
 - c) state the outcome being sought.
- 62.5 Until the earlier resolution of the Dispute or 5 working days after the internal procedures described in clauses 62.8 and 62.9 have concluded:
- 62.5.1 A Staff Member must continue to perform any work as lawfully directed by the University unless:
- a) the Staff Member has a reasonable concern about an imminent risk to their health and safety; or,
 - b) there are other lawful grounds to refuse to comply with a direction.
- 62.5.2 The University, subject to clause 62.7 will not make any significant change directly related to the Staff Member(s) and the dispute they have raised.
- 62.6 Where a Dispute relates to clause 63 Change and Consultation and the matter is referred to the Fair Work Commission (FWC) as per clause 62.11, the University will not implement significant workplace change relating to matters under Dispute while an application for an interim order by the FWC is pending, subject to the Staff Member and/or nominated representative using their best endeavours to expedite the FWC process.
- 62.7 Nothing in this clause prevents:
- a) the termination of a Staff Member's employment during or at the end of a probation or confirmation period or on grounds of unsatisfactory performance, Serious Misconduct, redundancy or ill health or the cessation of a Fixed Term contract; and/or
 - b) the University proceeding with the implementation of significant workplace change where the implementation of that change does not have a direct and significant effect on the Staff Member(s) subject to the notice of Dispute.

- 62.8 Parties to the Dispute will attempt to resolve the issues at the local level in the first instance. Where the Dispute is not resolved, or is impractical to settle locally, the party notifying the Dispute must within 5 days of lodging the Dispute escalate the matter to the Director People and Culture or the appropriate representative of senior management in writing, otherwise the dispute lapses.
- 62.9 Upon receipt of a written notice of escalation, an appropriate representative of the parties will discuss the dispute and attempt to reach agreement within 5 working days, unless a different timeline is agreed.
- 62.10 The actions within clauses 62.8 or 62.9 may result in an interim resolution on a trial basis. Where such interim solution is trialled the parties may by agreement in writing adjust the timeframes as appropriate.
- 62.11 If the Dispute is not resolved as provided at clauses 62.8 and 62.9 either party may within 10 working days refer the Dispute to the FWC or by agreement to another person or body for resolution. If the Dispute is not referred for resolution within the specified timeframe then the Dispute lapses.
- 62.12 If the Dispute is referred to:
- a) the FWC, the FWC may deal with the Dispute through conciliation and/or arbitration, in order to resolve the Dispute the outcome of which will be binding on the parties, subject to either party to the dispute exercising a right of appeal, or
 - b) another person or body, then that person or body may deal with the Dispute as agreed by the parties.

CHANGE MANAGEMENT, REDEPLOYMENT AND REDUNDANCY

63 Change and Consultation

- 63.1 The provisions of this clause apply to the introduction of significant workplace change affecting Staff Members.
- 63.2 Workplace change is deemed to be significant if it results in one or more of the following:
- a) ceasing employment due to redundancy;
 - b) major changes in the composition, operation or size of the University's or School/Area workforce or in the skills required;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) the need for transfer to another campus;
 - e) the restructuring of jobs or technological change where this will have a material impact on the day to day work practices of 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.
- 63.3 For a change to the employees regular roster or ordinary hours of work the University will:
- a) provide information to the employees about the change;
 - b) invite employees to provide their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - c) consider any views given by the employees about the impact of the change.
- 63.4 **Step 1 - Consultation on significant workplace change**
- 63.4.1 Where the University has developed a definitive written proposal for significant change the University will engage in Formal Consultation with affected Staff Members and their Union(s) or other nominated representative(s) regarding the significant workplace change.
- 63.4.2 Formal Consultation will include provision of the written proposal which sets out:
- a) the nature of the proposed change and underlying rationale;
 - b) information about the significant change other than information which is subject to legal privilege or is commercial-in-confidence;
 - c) the significant impact the change is likely to have on affected Staff Members;
 - d) reasonable timeframes for consultation, being not less than 10 working days.

- e) any measures that the University is considering to avert or mitigate any material adverse effect of the proposed significant change on the Staff Members.

63.4.3 The University will provide the opportunity to meet and confer with affected Staff Members on the proposed change and any potential alternative proposals.

63.4.4 The University will provide the opportunity for affected Staff Members to submit written responses within the consultation timeframe.

63.4.5 The University will give genuine consideration to matters raised during the stated Formal Consultation timeframe by Staff Members and their Union(s)/nominated representative(s).

63.5 Step 2 –Implementation of Significant Workplace Change

63.5.1 The University will provide the affected Staff Members and the Unions or other nominated representative(s) with a copy of a change implementation plan.

63.5.2 The University will continue to consult with and support Staff Members who are affected during the implementation of significant change, including opportunities for avoiding or mitigating any detrimental outcomes for affected Staff Members.

63.6 Step 3 - Transfer of Staff Members

63.6.1 During the implementation of significant workplace change, where the University is able to identify a suitable alternative position that meets the definition of Suitable Alternative Employment the University may transfer a Staff Member to that position. The transfer is subject to the University giving the Staff Member 10 working days' written notice of the transfer.

63.6.2 A Professional or General Staff member will not be transferred to a position classified two (2) Higher Education Worker levels below their pre-transfer substantive classification level or lower without their consent. Should the Professional or General Staff Member consent to the transfer their salary will be maintained at their pre-transfer substantive classification level for a period of 12 months.

63.6.3 The Staff Member 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, People and Culture or nominee and will include a statement of the issues to be taken into account which may indicate:

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

63.6.4 The Director, People and Culture or nominee will assess the suitability of the transfer, taking into account any issues identified at clause 63.5.3. The decision of the Director, People and Culture or nominee is final, subject to the Dispute Resolution Procedure of this Agreement, and will be notified to the Staff Member and the Line Manager.

64 Redeployment and Redundancy (Professional and General Staff)

64.1 Definitions

For the purpose of this clause 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 64.5.

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:

- a) a date confirmed by the Director, People and Culture 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; 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.

64.2 Application

- 64.2.1 The provisions of this clause 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.
- 64.2.2 The provisions of this clause 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.

64.3 Obligations

- 64.3.1 The University will ensure that the decisions and processes prescribed in this clause 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.
- 64.3.2 Staff Members and Line Managers who are affected by the provisions of this clause will engage in any redeployment process constructively and cooperatively.
- 64.3.3 A Redeployee's substantive salary, including all scheduled salary increases under this Agreement, will be maintained for the period of the redeployment.
- 64.3.4 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.
- 64.3.5 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 64.8.3, 64.8.5, 64.8.6, 64.9.3 and 64.9.5.
- 64.3.6 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.

64.4 Notification of Redundancy

64.4.1 The determination and notification of Redundant positions will occur following the completion of clause 63.4, Implementation of Significant Workplace Change.

64.4.2 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.

64.5 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 64.10 and payment of 12 weeks salary in lieu of any redeployment.

64.6 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 64.10 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.

64.7 Redeployment Period

64.7.1 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 64.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.

64.7.2 Subject to clause 64.8.1, a Redeployee whose accepts a transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this clause.

- 64.7.3 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 64.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 64.7.4 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.
- 64.7.5 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 64.10, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 64.7.6 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 64.10.

64.8 Extended Redeployment Period

- 64.8.1 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 64.9.6.
- 64.8.2 Subject to clause 64.9.1, a Redeployee who accepts transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this clause.
- 64.8.3 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 64.9.6.

- 64.8.4 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.
- 64.8.5 At the conclusion of the Extended Redeployment Period, if no Suitable Alternative Employment has been identified, the University will terminate the Redeployee's employment.
- 64.8.6 The University will pay the prescribed redundancy entitlement in accordance with clause 64.10 less the amount equivalent to the salary received during the Extended Redeployment Period.

64.9 Redundancy Payment

- 64.9.1 A redundancy payment will comprise (A) + (B) + (C) + (D) + (E) as prescribed in Table 1 of this clause provided that (A) + (B) + (C) will not exceed 82 weeks in total.
- 64.9.2 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 Redundancy Payment (Professional and General)			
	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		

64.9.3 Subject to clause 41.6.5, Recognition of Service and Parental Leave, 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.

64.10 Reemployment with the University

Where a Staff Member has received a redundancy payment in accordance with clause 64.10 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 64.10.

65 Redeployment and Redundancy (Academic Staff)

65.1 This clause will apply in conjunction with Schedule 12(1), Transitional Arrangements – Change, Staff Conduct and Work Performance.

65.2 Definitions

For the purpose of this clause 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 65.5.

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.

65.3 Application

65.3.1 The provisions of this clause 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.

65.3.2 The provisions of this clause 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.

65.4 Obligations

65.4.1 The University will ensure that the decisions and processes prescribed in this clause are managed in accordance with Curtin's Values, are based on Natural Justice and Procedural Fairness and are properly documented in case of review.

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

- 65.4.3 A Redeployee's substantive salary, including all scheduled salary increases under this Agreement, will be maintained for the period of the redeployment.
- 65.4.4 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.
- 65.4.5 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 65.8.3, 65.8.5 and 65.8.6.
- 65.4.6 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.

65.5 Notification of Redundancy

- 65.5.1 The determination and notification of Redundant positions will occur following the completion of clause 63.4, Implementation of Significant Workplace Change.
- 65.5.2 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.

65.6 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 65.9 and payment of 12 weeks salary in lieu of any redeployment.

65.7 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 65.9 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.

65.8 Redeployment Period

- 65.8.1 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 65.9, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 65.8.2 Subject to clause 65.8.1, a Redeployee who accepts a transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this clause.
- 65.8.3 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 65.9, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 65.8.4 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.
- 65.8.5 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 65.9, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- 65.8.6 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 65.9.

65.9 Redundancy Payment

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

65.9.2 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 Redundancy Payment (Academic)			
	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		

65.9.3 Subject to clause 41.6.5, Recognition of Service and Parental Leave, 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.

65.10 Reemployment with the University

Where a Staff Member has received a redundancy payment in accordance with clause 65.9 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 65.9.

66 Review of Redundancy Decisions (Academic Staff)

- 66.1 An academic Staff Member may within 14 working days after being notified of the redundancy seek a review by the Provost or nominee of the decision to declare their job redundant. The role of the Provost or nominee in the review will be to assess whether the job is genuinely redundant and provide their opinion on this matter.
- 66.2 The time period from the lodgement of a request for review by a Staff Member and the finding being provided to the Staff Member will be applied as part of the Redeployment Period available to the Staff Member.

STAFF CONDUCT AND WORK PERFORMANCE

67 Managing Unsatisfactory Work Performance

- 67.1 This clause does not apply to casual or probationary Staff Members.
- 67.2 Prior to commencing any action in accordance with clause 67.5 or 67.6, the Line Manager must have met with the Staff Member to discuss, informally, issues concerning unsatisfactory work performance.
- 67.3 If a Staff Member is not meeting and maintaining University work performance expectations, the University may decide to take action to remedy the unsatisfactory work performance.
- 67.4 Before taking any disciplinary action as defined in clause 67.8, the University will take measures to assist the Staff Member to improve their work performance.
- 67.5 Without limitation the measures a Line Manager may use to address unsatisfactory performance include:
- a) arranging work performance counselling for the Staff Member;
 - b) providing a work performance improvement plan and regular feedback on performance for the Staff Member;
 - c) undertaking any other action that is appropriate; and/or
 - d) supporting the Staff Member to address the unsatisfactory work performance and identifying areas where professional development may occur.
- 67.6 The Line Manager will set out the details of the improvement required and the measures to facilitate improved performance. They will advise the Staff Member in writing of a reasonable timeframe and any applicable milestones for these improvements to be met.
- 67.7 Where work performance remains unsatisfactory the University may take action, including disciplinary action, up to and including termination of employment.
- 67.8 **Sanctions**
- 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 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)
 - e) demotion to a lower classified position;
 - f) termination of employment with appropriate notice or payment in lieu thereof.

- 67.9 The University will notify the Staff Member in writing of any sanctions and reasons for the decision.
- 67.10 Within 5 working days of receiving notice as per clause 67.9 for termination, reversion to substantive appointment or demotion, a Staff Member may lodge a notice with the University specifying their intention to make a submission to a Review Committee as to why their sanction is unreasonable. A Staff Member provided with notice of termination will be placed on suspension without pay while the review process is concluded.
- 67.11 Within 5 working days of lodging the notification as per clause 67.10, the Staff Member will lodge their submission for consideration by a Review Committee. The Review Committee will consider the Staff Member's submission and any other documents provided by the University.
- 67.12 Upon receipt of the Review Committee report the Director, People and Culture or nominee will:
- a) confirm the original sanction and effective date; or
 - b) impose a different sanction as described in clause 67.8; or
 - c) confirm in writing a decision not to take any disciplinary action.
- 67.13 Where a decision to terminate is not confirmed, suspension without pay will cease and remuneration for the period without pay will be reimbursed to the staff member.
- 67.14 The decision of the Director People and Culture or nominee will be final, subject to the jurisdiction of any court or tribunal, but for this clause, would have jurisdiction to deal with the matter.
- 67.15 The provisions of clause 62 Dispute Procedures will not be available in relation to sanctions reviewable under this clause.

68 Managing Misconduct

- 68.1 This clause does not apply to casual or probationary Staff Members.
- 68.2 All Staff Members are required to behave in a respectful and courteous manner consistent with their obligations under the University's Code of Conduct and all laws of the State and Commonwealth.
- 68.3 All parties are able to be represented as provided for under this Agreement.
- 68.4 The University will manage and address allegations of misconduct and/or serious misconduct in respect of all Staff Members covered by this Agreement in accordance with its policies and procedures.

68.5 Definitions

For the purposes of this clause the following terms will have the following meanings:

Misconduct includes but is not limited to:

- a) negligence in the performance of a Staff Member's duties;
- b) misbehaviour;
- c) refusal to carry out a lawful and reasonable instruction; or
- d) a breach of the University's Code of Conduct, policies, regulations or procedures;
- e) a breach of the Research Code.

Serious Misconduct means conduct of a kind which includes but is not limited to:

- a) wilful or deliberate behaviour that is inconsistent with the continuation of a Staff Member's employment; or
- b) conduct that causes an imminent and serious risk to the health and safety of a person, animal or environment, except where the Staff Member is able to show that, in the circumstances the conduct engaged in by the Staff Member was not conduct that was unreasonable.
- c) the Staff Member in the course of the Staff Member's employment engaging in: theft, fraud or assault; or
- d) the Staff Member being intoxicated at work, or
- e) circumstances where the Staff Member has engaged in repeated misconduct; or
- f) a serious breach of the Research Code.

68.6 Consideration of Allegations

- 68.6.1 For the purposes of this clause, all references to Misconduct are taken to include Serious Misconduct.
- 68.6.2 A Line Manager will normally deal with allegations put by the University to the Staff Member, however for circumstances deemed appropriate by the University the matter may be escalated to the relevant Executive Manager.
- 68.6.3 Where a Staff Member is alleged by the University to have engaged in Misconduct and/or Serious Misconduct the University will notify the Staff Member, preferably in writing, of the allegation(s). The Staff Member will be provided with a reasonable opportunity to provide a written response to the allegation(s).
- 68.6.4 At any time during this process the Staff Member may be suspended with or without pay or directed to perform alternative duties for which the Staff Member is suitably skilled or qualified and/or is competent to perform.
- 68.6.5 Where a Staff Member admits the allegation(s) in part or full, the University will determine what disciplinary sanction, if any, is to be imposed.
- 68.6.6 If the Staff Member denies the allegation(s) in part or in full, or does not respond the University may either:
 - a) take no further action and/or declare the matter at an end, or
 - b) commission an investigation into the allegation(s.)
- 68.6.7 Where the Staff Member is alleged to have breached the Research Code, the University will conduct any investigation consistent with the principles set out in the Research Code.
- 68.6.8 Where an investigation is conducted, upon completion of the investigation, the University will consider the findings and determine what disciplinary sanction, if any, is to be imposed.

68.7 Sanctions

- 68.7.1 The 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 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.
- 68.7.2 Termination of employment may only be applied in the case of findings of Serious Misconduct.
- 68.7.3 The University will notify the Staff Member in writing of any sanctions imposed and reasons for the decision including a copy of the investigation report. Sensitive information may be withheld or redacted from the investigation report where it is considered reasonable to do so by the University.
- 68.7.4 Within 5 working days of receiving notice per clause 68.7.3 for termination, reversion to substantive appointment or demotion, a Staff Member may lodge a notice with the University specifying their intention to make a submission to a Review Committee as to why the sanction is unreasonable. A staff member provided with notice of termination will be placed on suspension without pay whilst the review process is concluded.
- 68.7.5 Within 5 working days of lodging the notification as per clause 68.7.4, the Staff Member will lodge their submission for consideration by a Review Committee. The Review Committee will consider the Staff Member's submission and any other documents provided by the University.

- 68.7.6 Upon receipt of the Review Committee report the Director, People and Culture or nominee will:
- a) Confirm the original disciplinary sanction and effective date; or
 - b) Impose a different disciplinary sanction as described in clause 68.7.1; or
 - c) Confirm in writing a decision not to impose any disciplinary sanction.
- 68.8 Where a decision to terminate is not confirmed suspension without pay will cease and remuneration for this period of suspension without pay will be reimbursed to the staff member.
- 68.9 The decision of the Director People and Culture or nominee will be final, subject to the jurisdiction of any court or tribunal, but for this clause, would have jurisdiction to deal with the matter.
- 68.10 The provisions of clause 62 will not be available in relation to sanctions reviewable under this clause.

CEASING EMPLOYMENT

69 Resignation of a Staff Member

- 69.1 This clause does not apply to Casual Staff Members.
- 69.2 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.
- 69.3 If a Staff Member fails to provide the notice prescribed in clause 69.2, 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.

70 Termination by the University

- 70.1 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 12.2., Probationary Period;
 - b) clause 16, Curtin Research Contracts;
 - c) clause 64, Redeployment and Redundancy (Professional and General Staff);
 - d) clause 65, Redeployment and Redundancy (Academic Staff);
 - e) clause 67, Managing Unsatisfactory Work Performance;
 - f) clause 68, Managing Misconduct;
 - g) clause 71, Termination on the Grounds of Ill Health.
- 70.2 Where the University terminates the employment of a Staff Member it will provide notice as specified in each of the relevant clauses.

71 Termination on the Grounds of Ill-Health

- 71.1 If the relevant Executive Manager forms a view that a Staff Member's ongoing capacity to perform their duties is in doubt, they may by providing written notice of no less than 4 weeks, require the Staff Member to undergo a specialist medical assessment.
- 71.2 The University will bear the cost of the medical assessment. A copy of the medical specialist's written report will be made available to the Executive Manager and the Staff Member.
- 71.3 If the medical specialist's report reveals that:
- a) the Staff Member is unable to perform their full duties with provisions of any reasonable adjustments; and

- b) is unlikely to be able to resume them within a reasonable period, being not less than 52 weeks; the University 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.

71.4 If a Staff Member, prior to the expiry of the notice period under this clause, applies to their superannuation fund for ill-health retirement or temporary disability benefit, the requirement for a medical assessment under this clause will lapse. No further action under clause 71.1 will be taken by the University, unless the Staff Member's application process is terminated for any reason and the Executive Manager remains of the view formed at clause 71.1, in which case the process under this clause will continue.

71.5 Within 10 working days of the medical specialist's report being made available, the Staff Member or their Union/Nominated Representative may request the Director People and Culture 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.

71.6 The relevant Executive Manager may construe a Staff Member's failure to comply with the provisions of clause 71.1 within 13 weeks as prima facie evidence that a medical assessment would have found that the Staff Member:

- a) is unable to perform their duties; and
- b) is unlikely to resume them within a period of not less than 52 weeks;

the University may terminate the Staff Member's employment in accordance with the notice required by the Staff Member's contract of employment.

71.7 The refusal to undertake a medical assessment including failure to attend an appointment without notice will not constitute Misconduct or lead to a greater penalty or loss of entitlement than would have resulted from an adverse medical report.

72 Pre-Retirement Arrangements

72.1 For the purposes of this clause the following definition(s) will apply:

72.2 **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 72.6 are incorporated;
- b) right to redundancy payment is relinquished; and
- c) all other conditions of employment remain the same.

- 72.3 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.
- 72.4 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.
- 72.5 A Staff Member may apply to the Director, People and Culture 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, People and Culture or nominee.

72.6 Pre-Retirement Arrangement Options

- 72.6.1 A Staff Member may seek to include in their Pre-retirement Contract one of the two transitional retirement arrangements as provided in clause 72.6.2 or 72.6.3.
- 72.6.2 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
 - 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.
- 72.6.3 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.
- 72.6.4 A Staff Member's employer superannuation contribution will be paid in accordance with the Staff Member's superannuation scheme.

- 72.6.5 The pre-retirement arrangements will prevail if there is inconsistency between the provisions of this clause and any provisions for leave.

72.7 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.

73 Voluntary Early Retirement

- 73.1 The University may offer a voluntary early retirement scheme in accordance with Australian Taxation Office requirements.
- 73.2 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 29, Salary and Increments.
2. **Table 1** shows the minimum annual salary prescribed for the appropriate classification level of Academic Staff Member positions.
3. **Table 2** shows the minimum annual salary prescribed for the appropriate classification level of Academic Staff Members appointed in accordance with clause 21.6, Scholarly Teaching Fellows.
4. **Tables 3, 4 and 5** show the minimum annual salary prescribed for the appropriate classification level of Professional and General Staff Member positions.

TABLE 1 - ACADEMIC STAFF SALARIES							
Classification	Point	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
		Salary increase %		0.6% plus increase to base: \$ 400	1.5% plus increase to base: \$ 1,150	0.4%	2.0%
\$ per annum							
Associate Lecturer							
ALA	1	67,960	67,960	68,768	69,800	71,230	72,655
ALA	2	71,836	71,836	72,668	73,759	75,205	76,710
ALA	3	75,724	75,724	76,579	77,728	79,189	80,773
ALA	4	79,604	79,604	80,482	81,690	83,167	84,831
ALA	5	82,761	82,761	83,658	84,913	86,403	88,132
ALA	6	85,916	85,916	86,832	88,135	89,638	91,431
ALA	7	89,072	89,072	90,007	91,358	92,874	94,732
ALA	8	92,224	92,224	93,178	94,576	96,105	98,028
Lecturer							
ALB	1	97,076	97,076	98,059	99,530	101,079	103,101
ALB	2	100,720	100,720	101,725	103,251	104,815	106,912
ALB	3	104,352	104,352	105,379	106,960	108,538	110,709
ALB	4	108,000	108,000	109,048	110,684	112,277	114,523
ALB	5	111,637	111,637	112,707	114,398	116,006	118,327
ALB	6	115,277	115,277	116,369	118,115	119,738	122,133
Senior Lecturer							
ALC	1	118,914	118,914	120,028	121,829	123,467	125,937
ALC	2	122,558	122,558	123,694	125,550	127,203	129,748
ALC	3	126,194	126,194	127,352	129,263	130,931	133,550
ALC	4	129,836	129,836	131,016	132,982	134,664	137,358
ALC	5	133,474	133,474	134,675	136,696	138,393	141,161
ALC	6	137,117	137,117	138,340	140,416	142,128	144,971
Associate Professor							
ALD	1	143,186	143,186	144,446	146,613	148,350	151,317
ALD	2	148,037	148,037	149,326	151,566	153,323	156,390
ALD	3	152,888	152,888	154,206	156,520	158,297	161,463
ALD	4	157,740	157,740	159,087	161,474	163,270	166,536
Professor							
ALE	1	184,439	184,439	185,946	188,736	190,641	194,454
Head of School Allowance^							
(Code 222S)	10%	18,444	18,444	18,595	18,874	19,065	19,446
Head of Department Allowance^							
(Code 222NS)	5%	9,222	9,222	9,298	9,437	9,533	9,723
Dean's Allowance							
(Code 104)	10%	18,444	18,444	18,595	18,874	19,065	19,446
(Code 104) NS	10%	18,444	18,444	18,595	18,874	19,065	19,446
* Minimum salary level for PhD appointments and Subject Coordinator Point							
^ Percentage of ALE							

TABLE 2 - SCHOLARLY TEACHING FELLOW (STF) SALARIES								
Classification	Step	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
		Increase %		0.6%	1.5%	0.4%	2.0%	
				plus increase to base:		plus increase to base:		
			\$	400	\$	1,150		
\$ per annum								
STF	1	85,916	85,916	86,832	88,135	89,638	91,431	
STF	2	89,072	89,072	90,007	91,358	92,874	94,732	
STF	3	92,224	92,224	93,178	94,576	96,105	98,028	
STF	4	97,076	97,076	98,059	99,530	101,079	103,101	
STF	5	100,720	100,720	101,725	103,251	104,815	106,912	

TABLE 3 - PROFESSIONAL AND GENERAL STAFF SALARIES								
Classification	Point	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
		Increase %		0.6%	1.5%	0.4%	2.0%	
				plus increase to base:		plus increase to base:		
			\$	400	\$	1,150		
\$ per annum								
Trainees	Percentage of G03.1							
G/A	50%	1	27,156	27,156	27,518	27,931	28,618	29,190
G/A	60%	2	32,587	32,587	33,021	33,517	34,341	35,028
G/A	70%	3	38,017	38,017	38,525	39,103	40,065	40,866
G/A	80%	4	43,448	43,448	44,028	44,689	45,788	46,704
G/A	90%	5	48,879	48,879	49,532	50,275	51,512	52,542
G/A	100%	6	54,309	54,309	55,035	55,861	57,235	58,380
Non Adult Apprentice								
G/B	60%	1	32,587	32,587	33,021	33,517	34,341	35,028
G/B	70%	2	38,017	38,017	38,525	39,103	40,065	40,866
G/B	80%	3	43,448	43,448	44,028	44,689	45,788	46,704
G/B	90%	4	48,879	48,879	49,532	50,275	51,512	52,542
Adult Apprentice								
G/C	80%	1	43,448	43,448	44,028	44,689	45,788	46,704
G/C	85%	2	46,164	46,164	46,780	47,482	48,650	49,623
G/C	90%	3	48,879	48,879	49,532	50,275	51,512	52,542
G/C	95%	4	51,595	51,595	52,284	53,068	54,374	55,461

TABLE 3 - PROFESSIONAL AND GENERAL STAFF SALARIES								
Classification	Point	At Commencement Date		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
		Increase %			0.6%	1.5%	0.4%	2.0%
					plus increase to base:		plus increase to base:	
				\$	400		\$	1,150
\$ per annum								
General Staff								
G01		1	47,795	47,795	48,482	49,210	50,557	51,569
G01		2	48,879	48,879	49,573	50,317	51,669	52,703
G01		3	49,964	49,964	50,664	51,424	52,780	53,836
G02		1	51,597	51,597	52,307	53,092	54,455	55,545
G02		2	52,683	52,683	53,400	54,201	55,568	56,680
G02		3	53,496	53,496	54,217	55,031	56,402	57,531
G03		1	54,309	54,309	55,035	55,861	57,235	58,380
G03		2	55,942	55,942	56,678	57,529	58,910	60,089
G03		3	57,569	57,569	58,315	59,190	60,577	61,789
G03		4	59,200	59,200	59,956	60,856	62,250	63,495
G04		1	62,458	62,458	63,233	64,182	65,589	66,901
G04		2	63,541	63,541	64,323	65,288	66,700	68,034
G04		3	64,630	64,630	65,418	66,400	67,816	69,173
G04		4	65,714	65,714	66,509	67,507	68,928	70,307
G05		1	67,886	67,886	68,694	69,725	71,154	72,578
G05		2	70,059	70,059	70,880	71,944	73,382	74,850
G05		3	72,232	72,232	73,066	74,162	75,609	77,122
G05		4	74,404	74,404	75,251	76,380	77,836	79,393
G06		1	78,754	78,754	79,627	80,822	82,296	83,942
G06		2	80,380	80,380	81,263	82,482	83,962	85,642
G06		3	82,011	82,011	82,904	84,148	85,635	87,348
G06		4	83,639	83,639	84,541	85,810	87,304	89,051
G07		1	86,897	86,897	87,819	89,137	90,644	92,457
G07		2	89,073	89,073	90,008	91,359	92,875	94,733
G07		3	91,242	91,242	92,190	93,573	95,098	97,000
G07		4	93,413	93,413	94,374	95,790	97,324	99,271
G08		1	97,757	97,757	98,744	100,226	101,777	103,813
G08		2	99,929	99,929	100,929	102,443	104,003	106,084
G08		3	102,104	102,104	103,117	104,664	106,233	108,358
G08		4	104,278	104,278	105,304	106,884	108,462	110,632

TABLE 3 - PROFESSIONAL AND GENERAL STAFF SALARIES								
Classification	Point	At Commencement Date Increase %	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
				0.6%	1.5%	0.4%	2.0%	
				plus increase to base:		plus increase to base:		
			\$	400		\$	1,150	
\$ per annum								
General Staff								
G09		1	114,054	114,054	115,139	116,867	118,485	120,855
G09		2	116,220	116,220	117,318	119,078	120,705	123,120
G09		3	118,396	118,396	119,507	121,300	122,936	125,395
G09		4	120,567	120,567	121,691	123,517	125,162	127,666
G10 (10A)		1	122,198	122,198	123,332	125,182	126,833	129,370
G10		2	128,173	128,173	129,343	131,284	132,960	135,620
G10		3	134,143	134,143	135,348	137,379	139,079	141,861
G11 (10B)		1	141,208	141,208	142,456	144,593	146,322	149,249
G11		2	147,718	147,718	149,005	151,241	152,996	156,056
G11		3	154,240	154,240	155,566	157,900	159,682	162,876

TABLE 4 - PROFESSIONAL STAFF SALARIES - PERSONAL GRADE							
Classification	At Commencement Date Increase %	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
			0.60%	1.50%	0.40%	2.00%	
			plus increase to base:		plus increase to base:		
			\$	400		\$	1,150
\$ per annum							
<i>Professional Staff (ex 2005-2008 Agreement ONLY) Personal Grade</i>	<i>No further increments or movement between these levels to occur</i>						
GJ11.6		175,963	175,963	177,419	180,081	181,952	185,592
G12.3		175,963	175,963	177,419	180,081	181,952	185,592
G13.1		184,650	184,650	186,158	188,951	190,857	194,675

TABLE 4 - PROFESSIONAL AND GENERAL STAFF SALARIES (JOINT LEVELS)							
Classification	Point	At Commencement Date Increase %	1-Dec-17	1-Jan-18 0.6% plus increase to base: \$ 400	18-Feb-19 1.5% \$	15-Apr-20 0.4% plus increase to base: 1,150	30-Jun-21 2.0%
\$ per annum							
GJ01	1	47,795	47,795	48,482	49,210	50,557	51,569
GJ01	2	48,879	48,879	49,573	50,317	51,669	52,703
GJ01	3	49,964	49,964	50,664	51,424	52,780	53,836
GJ01	4	51,597	51,597	52,307	53,092	54,455	55,545
GJ01	5	52,683	52,683	53,400	54,201	55,568	56,680
GJ01	6	53,496	53,496	54,217	55,031	56,402	57,531
GJ02	1	51,597	51,597	52,307	53,092	54,455	55,545
GJ02	2	52,683	52,683	53,400	54,201	55,568	56,680
GJ02	3	53,496	53,496	54,217	55,031	56,402	57,531
GJ02	4	54,309	54,309	55,035	55,861	57,235	58,380
GJ02	5	55,942	55,942	56,678	57,529	58,910	60,089
GJ02	6	57,569	57,569	58,315	59,190	60,577	61,789
GJ02	7	59,200	59,200	59,956	60,856	62,250	63,495
GJ03	1	54,309	54,309	55,035	55,861	57,235	58,380
GJ03	2	55,942	55,942	56,678	57,529	58,910	60,089
GJ03	3	57,569	57,569	58,315	59,190	60,577	61,789
GJ03	4	59,200	59,200	59,956	60,856	62,250	63,495
GJ03	5	62,458	62,458	63,233	64,182	65,589	66,901
GJ03	6	63,541	63,541	64,323	65,288	66,700	68,034
GJ03	7	64,630	64,630	65,418	66,400	67,816	69,173
GJ03	8	65,714	65,714	66,509	67,507	68,928	70,307
GJ04	1	62,458	62,458	63,233	64,182	65,589	66,901
GJ04	2	63,541	63,541	64,323	65,288	66,700	68,034
GJ04	3	64,630	64,630	65,418	66,400	67,816	69,173
GJ04	4	65,714	65,714	66,509	67,507	68,928	70,307
GJ04	5	67,886	67,886	68,694	69,725	71,154	72,578
GJ04	6	70,059	70,059	70,880	71,944	73,382	74,850
GJ04	7	72,232	72,232	73,066	74,162	75,609	77,122
GJ04	8	74,404	74,404	75,251	76,380	77,836	79,393
GJ05	1	67,886	67,886	68,694	69,725	71,154	72,578
GJ05	2	70,059	70,059	70,880	71,944	73,382	74,850
GJ05	3	72,232	72,232	73,066	74,162	75,609	77,122
GJ05	4	74,404	74,404	75,251	76,380	77,836	79,393
GJ05	5	78,754	78,754	79,627	80,822	82,296	83,942
GJ05	6	80,380	80,380	81,263	82,482	83,962	85,642
GJ05	7	82,011	82,011	82,904	84,148	85,635	87,348
GJ05	8	83,639	83,639	84,541	85,810	87,304	89,051

TABLE 4 - PROFESSIONAL AND GENERAL STAFF SALARIES (JOINT LEVELS)							
Classification	Point	At Commencement Date Increase %	1-Dec-17	1-Jan-18 0.6% plus increase to base: \$ 400	18-Feb-19 1.5% plus increase to base: \$ 1,150	15-Apr-20 0.4% plus increase to base: \$ 1,150	30-Jun-21 2.0%
\$ per annum							
GJ06	1	78,754	78,754	79,627	80,822	82,296	83,942
GJ06	2	80,380	80,380	81,263	82,482	83,962	85,642
GJ06	3	82,011	82,011	82,904	84,148	85,635	87,348
GJ06	4	83,639	83,639	84,541	85,810	87,304	89,051
GJ06	5	86,897	86,897	87,819	89,137	90,644	92,457
GJ06	6	89,073	89,073	90,008	91,359	92,875	94,733
GJ06	7	91,242	91,242	92,190	93,573	95,098	97,000
GJ06	8	93,413	93,413	94,374	95,790	97,324	99,271
GJ07	1	86,897	86,897	87,819	89,137	90,644	92,457
GJ07	2	89,073	89,073	90,008	91,359	92,875	94,733
GJ07	3	91,242	91,242	92,190	93,573	95,098	97,000
GJ07	4	93,413	93,413	94,374	95,790	97,324	99,271
GJ07	5	97,757	97,757	98,744	100,226	101,777	103,813
GJ07	6	99,929	99,929	100,929	102,443	104,003	106,084
GJ07	7	102,104	102,104	103,117	104,664	106,233	108,358
GJ07	8	104,278	104,278	105,304	106,884	108,462	110,632
GJ08	1	97,757	97,757	98,744	100,226	101,777	103,813
GJ08	2	99,929	99,929	100,929	102,443	104,003	106,084
GJ08	3	102,104	102,104	103,117	104,664	106,233	108,358
GJ08	4	104,278	104,278	105,304	106,884	108,462	110,632
GJ08	5	114,054	114,054	115,139	116,867	118,485	120,855
GJ08	6	116,220	116,220	117,318	119,078	120,705	123,120
GJ08	7	118,396	118,396	119,507	121,300	122,936	125,395
GJ08	8	120,567	120,567	121,691	123,517	125,162	127,666
GJ09	1	114,054	114,054	115,139	116,867	118,485	120,855
GJ09	2	116,220	116,220	117,318	119,078	120,705	123,120
GJ09	3	118,396	118,396	119,507	121,300	122,936	125,395
GJ09	4	120,567	120,567	121,691	123,517	125,162	127,666
GJ09	5	122,198	122,198	123,332	125,182	126,833	129,370
GJ09	6	128,173	128,173	129,343	131,284	132,960	135,620
GJ09	7	134,143	134,143	135,348	137,379	139,079	141,861
GJ10	1	122,198	122,198	123,332	125,182	126,833	129,370
GJ10	2	128,173	128,173	129,343	131,284	132,960	135,620
GJ10	3	134,143	134,143	135,348	137,379	139,079	141,861
GJ10	4	141,208	141,208	142,456	144,593	146,322	149,249
GJ10	5	147,718	147,718	149,005	151,241	152,996	156,056
GJ10	6	154,240	154,240	155,566	157,900	159,682	162,876
GJ11	1	141,208	141,208	142,456	144,593	146,322	149,249
GJ11	2	147,718	147,718	149,005	151,241	152,996	156,056
GJ11	3	154,240	154,240	155,566	157,900	159,682	162,876

Schedule 2 Casual Salary Rates (Academic Staff)

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.

Table 1: The minimum salaries paid to a Casual Academic Staff Member will be the rates as provided in Table 1 below which incorporate a loading of 25% on base salary in lieu of any other entitlements unless otherwise stated in this Agreement. (*note table 2 for Casual Academic Medical School Staff)

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.

Table 2: The minimum salaries paid to Casual Academic Staff Members of the Medical School for a variety of activities are as per Table 2.

SCHEDULE 2 TABLE 1 CASUAL SALARY RATES (ACADEMIC STAFF)							
	Code	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
		Casual Loading Hourly conversion Rate		25% 0.000512821			
(A) Lecturing		\$ Per Lecture					
Normal Lecture (1hr delivery, 2 hrs assoc. working time)	ASLE1	193.68	193.68	195.63	198.56	201.57	205.60
Repeat Lecture (As above - applies to subsequent lectures of substantially the same subject matter within 7 days of original lecture)	ASLE2	129.09	129.09	130.42	132.38	134.38	137.07
Developed Lecture (1 hr delivery, 3 hrs assoc. working time)	ASLE3	258.26	258.26	260.84	264.75	268.76	274.14
Specialised Lecture (1 hr delivery, 4 hrs assoc. working time)	ASLE4	332.78	332.78	326.05	330.94	335.95	342.67

SCHEDULE 2 TABLE 1 CASUAL SALARY RATES (ACADEMIC STAFF)							
	Code	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
		Casual Loading Hourly conversion Rate		25% 0.000512821			
(B) Tutorials		\$ Per Tutorial					
Tutorial (1 hr delivery, 2 hrs assoc. working time)	ASTU1	138.15	138.15	139.75	141.85	144.63	147.52
Tutorial Rate as above, where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification	ASTU2	165.19	165.19	166.99	169.50	172.39	175.83
Repeat Tutorial (1 hr delivery, 1 hr assoc working time - applies to subsequent delivery of substantially the same subject matter within 7 days)	ASTU4	92.12	92.12	93.17	94.57	96.42	98.35
Repeat Tutorial as above where duties include full subject co-ordination or Staff Member possesses a relevant doctoral qualification	ASTU5	110.17	110.17	111.33	113.00	114.93	117.22
(C) Marking		\$ Per Hour					
Marking as a supervising examiner or requiring significant exercise of academic judgement appropriate to an Academic Staff Member at Level B (Lecturer) status	ASMK1	64.56	64.56	65.21	66.19	67.19	68.54
Standard marking where duties include full co-ordination or the Staff Member possesses a relevant doctoral qualification	ASMK2	55.08	55.08	55.67	56.50	57.47	58.61
Standard marking	ASMK3	46.08	46.08	46.59	47.29	48.21	49.18

SCHEDULE 2 TABLE 1 CASUAL SALARY RATES (ACADEMIC STAFF)							
Code	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
	Casual Loading Hourly conversion Rate		25% 0.000512821				
(D) Undergraduate Clinical Nurse Education		\$ Per Session					
Little Preparation Required (1 hr delivery, 0.5 hrs assoc. working time)	ASNU1	69.37	69.37	69.87	70.92	72.31	73.76
Little Preparation Required - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification.	ASNU2	82.60	82.60	83.50	84.75	86.20	87.92
Normal Preparation Required (1 hr delivery, 1 hr assoc. working time)	ASNU3	92.11	92.11	93.17	94.57	96.42	98.35
Normal Preparation Time - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	ASNU4	110.17	110.17	111.33	113.00	114.93	117.22
(E) Other Required Academic Activity		\$ Per Session					
Demonstrations, workshops, field excursions, student consultation, etc. (as detailed Note E)	ASOR1	46.09	46.09	46.59	47.29	48.21	49.18
Above activities - where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	ASOR2	55.08	55.08	55.67	56.50	57.47	58.61

SCHEDULE 2 TABLE 1 CASUAL SALARY RATES (ACADEMIC STAFF)							
Code	At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
Casual Loading Hourly conversion Rate		25% 0.000512821					
(F) Musical Accompanying with Special Educational Services		\$ Per Session					
Musical Accompanying (1 hr delivery, 1 hr preparation time)	ASMU1	92.12	92.12	93.17	94.57	96.42	98.35
Musical Accompanying where duties include full subject co-ordination or the Staff Member possesses a relevant doctoral qualification	ASMU2	110.17	110.17	111.33	113.00	114.93	117.22
(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	40.00

SCHEDULE 2 TABLE 2 CASUAL SALARY RATES (ACADEMIC STAFF - MEDICAL SCHOOL)							
		At Commencement Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
		Increase %		1.0%	1.5%	1.5%	2.0%
(H) Casual Academic Staff Member Medical School			\$ Per Session				
Clinical Skills Tutorials							
(1.5 hrs Delivery and 1.5 hrs Preparation)	ASMS1	360.00	360.00	363.60	369.06	374.60	382.10
Per session payments include directly associated non-contact duties such as preparation, reasonably contemporaneous marking and student consultation							
Problem-Based Learning Tutorials*							
(2 hrs Delivery and 1 hr Preparation)	ASMS2	360.00	360.00	363.60	369.06	374.60	382.10
Per session payments include directly associated non-contact duties such as preparation, reasonably contemporaneous marking and student consultation							
Clinical Lectures							
(1 hr Delivery and 2 hrs Preparation)	ASMS3	360.00	360.00	363.60	369.06	374.60	382.10
Lecture rate includes a clinical loading. Standard Curtin University rates are payable for all other lecture types.							
Other Required Academic Activity^							
(1 hr Preparation)	ASOR3	80.00	80.00	80.80	82.02	83.26	84.93
Lecture rate includes a clinical loading. Standard Curtin University rates are payable for all other lecture types.							

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:

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:

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:

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:

- a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- b) the conduct of performance and visual art studio sessions;
- c) musical coaching, repititeurship and musical accompanying other than with special
- d) educational service;
- e) development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- f) consultation with students;
- g) supervision;
- h) attendance at departmental or faculty meetings, or both, as directed; and
- i) 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:

TABLE 1 SUPPORTED WAGE RATES %	
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 applicable minimum amount as prescribed in the latest National Minimum Wage Order (\$82 per week as at 1 July 2016).
- 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) (\$82 per week as at 1 July 2016).
- 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 26.4 Meal Break - Overtime.
- b) The rates prescribed in this Schedule 4(1) reflect those payable under the Public Service Award 1992 as at 13 November 2015.

Breakfast	\$10.80
Midday Meal	\$13.30
Evening Meal	\$15.95

2. Camping Allowance

The following allowance(s) is payable in accordance with clause 31.1

Camping location	Daily Rate \$
South of 26 degrees South Latitude	67.65
North of 26 degrees South Latitude	85.60

3. Dirty Work Allowance

The following allowance(s) is payable in accordance with clause 33.7.		Daily Rate \$
Dirty Work Allowance		0.54

4. First Aid Allowance

The following allowance is payable in accordance with clause 31.2.

FIRST AID ALLOWANCE						
At Commencement		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date	Increase %		1.0%	1.5%	1.5%	2.0%
\$ per week						
First Aid Allowance	23.42	23.42	23.66	24.02	24.39	24.88

5. Health and Safety Representative Allowance

The following allowance is payable in accordance with clause 31.3.

HEALTH AND SAFETY REPRESENTATIVE ALLOWANCE						
At Commencement Date		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Increase %			1.0%	1.5%	1.5%	2.0%
\$ per week						
Health & Safety Representative Allowance	46.82	46.82	47.29	48.00	48.72	49.70

6. Locality Allowance

- a) The following allowance(s) is payable in accordance with clause 31.4 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 31.4.
- b) The rates prescribed in this Schedule 4(6) reflect those payable under the Public Service Award 1992 as at 1 July 2014.

Regional Location	Rate \$ per annum
Kalgoorlie	2,354
Esperance	2,399

7. Motor Vehicle Allowance

- a) The following allowance(s) is payable in accordance with clause 31.5 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 31.5.
- b) The rates prescribed in this Schedule 4(7) reflect those payable under the Public Service Award 1992 as at 17 August 2012.

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	8.0	4.5
South-west land division	91.0	65.4	54.0	31.0	8.0	4.5
North of 23.5° South Latitude	98.6	70.6	58.3	31.0	8.0	4.5
Rest of WA	94.3	67.5	55.6	31.0	8.0	4.5

8. On call Allowance

The following allowance(s) is payable in accordance with clause 33.9.

ON CALL ALLOWANCE						
At Commencement	Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Increase %			1.0%	1.5%	1.5%	2.0%
\$ per hour						
On-call Allowance	6.82	6.82	6.89	7.00	7.11	7.26
On-call Allowance University - observed public holidays	13.62	13.62	13.76	13.97	14.18	14.47

9. Transfer Allowance

Transfer Entitlement

- a) The allowance(s) in Table 1 – Transfer Entitlement is payable in accordance with clause 31.6 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 31.6.

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 31.6.6 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 31.6.6.

Table 2 – Conveyancing Entitlement	
Conveyancing Allowance	\$
Allowance payable for accelerated depreciation etc	572.00
Minimum required dollar (\$A) value of Staff Member's effects	3,429.00

Schedule 5 Allowances Industry Trade Qualified Staff Members and Industry Assistants

INDUSTRY TRADES ALLOWANCE - TABLE 1						
At Commencement						
Date	1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
Increase %		1.0%	1.5%	1.5%	2.0%	
Industry Trades Allowance \$ per fortnight						
Industry Trades Allowance 1						
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.	99.45	99.45	100.45	101.96	103.49	105.56
Industry Trades Allowance 2						
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.)	157.95	157.95	159.53	161.93	164.36	167.65

INDUSTRY TRADES ALLOWANCE - TABLE 1						
At Commencement		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date			1.0%	1.5%	1.5%	2.0%
Increase %						
Industry Trades Allowance		\$ per fortnight				
Industry Trades Allowance 3						
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.)		216.44	216.44	218.61	221.89	225.22
						229.73
Industry Trades Allowance 4						
Staff Member meets the requirements and assessment to gain Industry Trades Allowance 3; and						
Staff Member has attained additional skills 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 Staff Member for exercising the attained skill or qualification in the course of employment with the University.)		274.93	274.93	277.68	281.85	286.08
						291.81

INDUSTRY TRADE ALLOWANCE TABLE 2					
At Commencement		1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date					
Increase%		1.0%	1.5%	1.5%	2.0%
Industry Assistant Allowance		\$ per fortnight			
Engineering and Building Trades Assistants Allowance	99.45	100.45	101.96	103.49	105.56
Industry Assistant Allowance	35.10	35.46	36.00	36.54	37.28

Schedule 6 Allowances – Non-Trades Qualified Leading Hands

The rates prescribed in Table 1 of this Schedule 6 are payable in accordance with clause 33.6, Allowances - Non-Trades Qualified Leading Hands.

TABLE 1 NON TRADES QUALIFIED LEADING HANDS ALLOWANCE						
At Commencement		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date						
Increase %			1.0%	1.5%	1.5%	2.0%
Leading Hand Duties for:		\$ per fortnight				
1-5 Staff Members	40.96	40.96	41.37	42.00	42.63	43.49
6-10 Staff Members	58.50	58.50	59.09	59.98	60.88	62.10
more than 10 Staff Members	87.75	87.75	88.63	89.96	91.31	93.14

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 10, Position Classification (Professional and General Staff).

HIGHER EDUCATION WORKER LEVEL 1 * Note Levels 1 & 2 are joint levels: GJ01 in this Agreement	
Indicative relativity to base trade	88 - 92%
Indicative NTB competency	Level 1
Training level or qualifications	<p>Staff Members at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>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.</p>
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	<p>Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training.</p> <p>Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.</p>
Organisational knowledge	May provide straight forward 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 * Note Levels 1 & 2 are joint levels: GJ01 in this Agreement.	
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: <ul style="list-style-type: none"> • 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	<p>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.</p> <p>In technical assistant positions:</p> <ul style="list-style-type: none"> • 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. <p>Staff Members would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In clerical positions, perform a range of clerical support tasks including:</p> <ul style="list-style-type: none"> • 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	<p>Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.</p>
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	<p>In trades positions:</p> <ul style="list-style-type: none"> • 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. <p>In library technician positions:</p> <ul style="list-style-type: none"> • undertake copy cataloguing; • use a range of bibliographic databases; • undertake acquisitions; • respond to reference inquiries. <p>In clerical/secretarial positions:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a degree without subsequent relevant work experience; or

	<ul style="list-style-type: none"> • 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 straight forward 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	<p>In technical positions:</p> <ul style="list-style-type: none"> • 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. <p>In library technician positions, perform at a higher level than Level 4, including:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> • 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	<p>Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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	<p>In technical positions:</p> <ul style="list-style-type: none"> • 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. <p>In administrative positions:</p> <ul style="list-style-type: none"> • provide financial, policy and planning advice; • service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;

	<ul style="list-style-type: none"> • monitor expenditure against budget in a school or small faculty. <p>In professional positions:</p> <ul style="list-style-type: none"> • 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	<p>Persons employed at Level 7 will typically perform duties at a skill level which assumes and required knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>
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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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 multi-perspective 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.
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HIGHER EDUCATION WORKER LEVELS GJ11.6, G12, G13	
Transitional Levels	These levels are used to recognise staff member transitioning from the Curtin University Professional and General Staff Enterprise Agreement 2005 – 2008 to this Curtin University Academic, Professional and General Staff Agreement 2017 - 2021.
Task Level	Senior University positions with significant knowledge in area of expertise.
Judgement, independence and problem solving	Be fully responsible for the achievement of significant organisational objectives.

Schedule 8 Academic Classification Standards

Minimum Standards for Academic Levels

The provisions of this Schedule 8 apply to Academic Staff Members.

The minimum standards for Academic Staff Members, other than a Casual Academic Staff Member, are set out in this Schedule 8. The minimum standards for academic levels 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 21, 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.

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.

TABLE 1 – MINIMUM STANDARDS FOR ACADEMIC LEVELS

LEVEL A		
TEACHING ACADEMIC STAFF	TEACHING AND RESEARCH ACADEMIC STAFF	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)
<p>A Level A Teaching Academic will work with support and guidance from more senior academic staff and is expected to develop expertise in teaching with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.</p> <p>A Level A Teaching Academic will normally contribute to teaching at the institution at a level appropriate to the skills and experience of the staff member, engage in innovation and scholarship and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A Teaching Academics will be primarily at</p>	<p>A Level A Teaching and Research academic will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.</p> <p>A Level A Teaching and Research academic will normally contribute to teaching at the institution at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The</p>	<p>A Level A Research Academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.</p> <p>A Level A Research Academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A Research Academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.</p>

undergraduate and graduate diploma level.	contribution to teaching of Level A Teaching and Research academics will be primarily at undergraduate and graduate diploma level.	
LEVEL B		
TEACHING ACADEMIC STAFF	TEACHING AND RESEARCH ACADEMIC STAFF	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)
<p>A Level B Teaching Academic will undertake independent teaching and engage in innovation and scholarship in their discipline or related area. In innovation, scholarship and teaching, a Level B Teaching Academic will make an independent contribution through professional practice and expertise, and coordinate and/or lead the activities of other staff, as appropriate to the discipline or profession.</p> <p>A Level B Teaching Academic will normally contribute to teaching at undergraduate, honours and postgraduate level, and engage in innovation and scholarship and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.</p>	<p>A Level B Teaching and Research academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B Teaching and Research academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline or profession.</p> <p>A Level B Teaching and Research academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.</p>	<p>A Level B Research Academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.</p> <p>A Level B Research Academic will carry out independent and/or team research. A Level B Research Academic may supervise postgraduate research students or projects and be involved in research training.</p>
LEVEL C		
TEACHING ACADEMIC STAFF	TEACHING AND RESEARCH ACADEMIC STAFF	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)
<p>A Level C Teaching Academic will make a significant contribution to a discipline or profession and be recognised nationally for their achievements. In innovation and scholarship and/or</p>	<p>A Level C Teaching and Research academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which</p>	<p>A Level C Research Academic will make independent and original contributions to research, which have a significant impact on their field of expertise.</p>

<p>teaching they will make original contributions, which expand knowledge or practice in their discipline or profession.</p> <p>A Level C Teaching Academic will normally make a significant contribution to scholarship, innovation and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in innovation and scholarship, professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.</p>	<p>expand knowledge or practice in their discipline or profession.</p> <p>A Level C Teaching and Research academic will normally make a significant contribution to research and/or scholarship, innovation and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.</p>	<p>The work of the Research Academic 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.</p> <p>A Level C Research Academic will provide leadership in research, including research training and supervision.</p>
LEVEL D		
TEACHING ACADEMIC STAFF	TEACHING AND RESEARCH ACADEMIC STAFF	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)
<p>A Level D Teaching Academic will normally make an outstanding contribution to the scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.</p> <p>A Level D Teaching Academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline or profession. They will make original and innovative contributions to the advancement of scholarship, and teaching in their discipline or profession.</p>	<p>A Level D Teaching and Research academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.</p> <p>A Level D Teaching and Research academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.</p>	<p>A Level D Research Academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.</p> <p>A Level D Research Academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training</p>

LEVEL E		
TEACHING ACADEMIC STAFF	TEACHING AND RESEARCH ACADEMIC STAFF	RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)
<p>A Level E Teaching Academic will provide leadership and foster excellence in scholarship, teaching and policy development in the academic discipline or profession within the institution and within the community, professional, commercial or industrial sectors.</p> <p>A Level E Teaching Academic will have attained recognition as an eminent authority in their discipline or profession, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, and teaching in their discipline or profession. They will make a commensurate contribution to the work of the institution.</p>	<p>A Level E Teaching and Research academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.</p> <p>A Level E Teaching and Research academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E Teaching and Research academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.</p>	<p>A Level E Research Academic 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.</p> <p>A Level E Research Academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.</p>

Schedule 9 Hours of Work and Duties - Ongoing Sessional Fellow (OSF)

The hours of work and duties in this Schedule 9 will apply to OSFs in accordance with clause 19.1, Ongoing Sessional Fellows.

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
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

Duty	Workload Allocation
(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 (English Teachers)

1. General Application

The provisions of this Schedule 10 apply only to English Teacher Staff Members working in Curtin English in accordance with clause 19.2, Employment in Curtin English.

The provisions of this Agreement apply to English Teacher Staff Members working in Curtin English, unless otherwise stated in this Agreement or in this Schedule 10.

2. Curtin English Appointment

Staff Members may only be employed on a Continuing Appointment, Fixed Term Appointment or as a Casual Staff Member.

3. Curtin English Hours of Work

- 3.1 Clause 21, 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 Curtin English

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. Curtin English 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

For the purposes of this Schedule 10 the following definition(s) will apply:

- 6.1 **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

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 Curtin English

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 Curtin English

For the purposes of this Schedule

- 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. Curtin English 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 Curtin English

Clause 48, Academic Study Program, does not apply to Staff Members covered by this Schedule 10.

TABLE 2 - CURTIN ENGLISH SALARIES						
At Commencement		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date			0.60%	1.50%	0.40%	2.00%
Increase %			plus increase to base:		plus increase to base:	
		\$	400	\$	1,150	
\$ per annum						
CE Teacher						
1.1	62,214	62,214	62,988	63,933	65,339	66,646
1.2	63,719	63,719	64,502	65,470	66,882	68,220
1.3	65,230	65,230	66,022	67,013	68,432	69,801
1.4	66,735	66,735	67,536	68,550	69,975	71,375
1.5	68,242	68,242	69,052	70,088	71,519	72,950
1.6	71,668	71,668	72,499	73,587	75,032	76,533
1.7	75,094	75,094	75,945	77,085	78,544	80,115
1.8	78,518	78,518	79,390	80,581	82,054	83,696
1.9	81,942	81,942	82,834	84,077	85,564	87,276
1.10	85,368	85,368	86,281	87,576	89,077	90,859
1.11	88,793	88,793	89,726	91,072	92,587	94,439
1.12	92,220	92,220	93,174	94,572	96,101	98,024

TABLE 3 CURTIN ENGLISH POSITION OF RESPONSIBILITY ALLOWANCE						
At Commencement		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21
Date			1.0%	1.5%	1.5%	2.0%
Increase %						
\$ per annum						
Level 1	3,000	3,000	3,030	3,076	3,123	3,186
Level 2	6,000	6,000	6,060	6,151	6,244	6,369

TABLE 4 CURTIN ENGLISH CASUAL PAY RATES							
At Commencement							
Date		1-Dec-17	1-Jan-18	18-Feb-19	15-Apr-20	30-Jun-21	
Increase %			1.0%	1.5%	1.5%	2.0%	
Pay Code	Description	\$ per hour					
CET 1	Qualified 1 th to 8 th incremental points	75.84	75.84	76.60	77.75	78.92	80.50
CET 2	Qualified 9 th to 12 th incremental points	90.64	90.64	91.55	92.93	94.33	96.22
CEM	Exam marking	45.34	45.34	45.80	46.49	47.19	48.14

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 15.12.

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

- 1.4.1 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 – Change, Staff Conduct and Work Performance

1.1. The Parties acknowledge that:

- a) this Agreement contains the following provisions:
 - i) clause 63, Change and Consultation;
 - ii) clause 64, Redeployment and Redundancy (Professional and General Staff);
 - iii) clause 65, Redeployment and Redundancy (Academic Staff);
 - iv) clause 67, Managing Unsatisfactory Work Performance;
 - v) clause 68, Managing Misconduct;

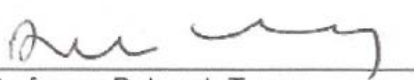

and



- b) The *Curtin University Academic, Professional and General Staff Enterprise Agreement 2012 - 2016 (2012-2016 Staff Agreement)* contained the following provisions:
 - i) clause 69, Change 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;


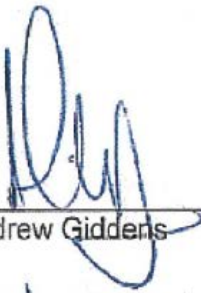
1.2. The following transitional provisions will apply for Academic Staff Members only:

- a) Any matter commenced pursuant to clause 72 *Review of Redundancy Decisions (Academic Staff)* of the *2012-2016 Staff Agreement* 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 *2012-2016 Staff Agreement*;
- b) Any matter commenced pursuant to clauses 69, 70, 71, 72, 73 or 74 of the *2012-2016 Staff Agreement* 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 *2012-2016 Staff Agreement*.

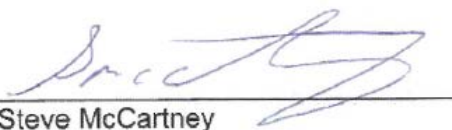
SIGNATORIES:

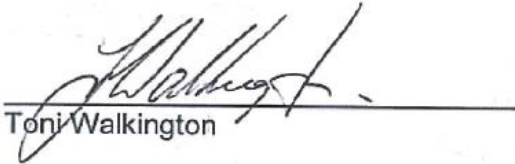
Signed for and on behalf of:	
Curtin University Kent Street BENTLEY WA 6102	 Professor Deborah Terry Vice Chancellor
Authority	clause 4(g) of Statute 6 Vice-Chancellor of the University pursuant to the Curtin University of Technology Act 1966
Date	17/11/17
In the presence of	
Witness name and address	 Georgia Drake 15 Templetonia Retreat Canning Vale WA 6155
Date	17/11/17

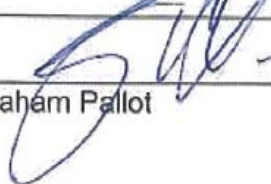
Signed for and on behalf of:	
National Tertiary Education Union 120 Clarendon Street SOUTHBANK VIC 3006	 Grahame McCulloch General Secretary
Authority	Rule 21 (f) of the registered rule of the NTEU
Date	21 November 2017
In the presence of	
Witness name and address	 Renee Veal 120 Clarendon Street SOUTHBANK VIC 3006
Date	21 November 2017



Signed for and on behalf of:	
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) Unit 24, 257 Balcatta Road BALCATTWA WA 6021	 Peter Carter
Authority	Divisional State Secretary
Date	17th November 2017
In the presence of	
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) Unit 24, 257 Balcatta Road BALCATTWA WA 6021	 Andrew Giddens
Date	17th November 2017

Signed for and on behalf of:	
United Voice Level 2, 54 Cheriton Street PERTH WA 6000	 Karma Lord
Authority	Assistant Branch Secretary
Date	17 November 2017
In the presence of	
Terri Horrigan Level 2, 54 Cheriton Street Perth WA 6000	 Terri Horrigan
Date	17 November 2017

<p>Signed for and on behalf of:</p> <p>Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union – known as the Australian Manufacturing Workers Union (AMWU) 121 Royal Street EAST PERTH WA 6004</p>	 <p>Steve McCartney</p>
Authority	State Secretary
Date	17/NOV/2017
In the presence of	
WITNESS NAME AND ADDRESS	<p>Christine De Leon 121 Royal Street EAST PERTH, W.A. 6004</p>
Date	17/NOV/2017

<p>Signed for and on behalf of:</p> <p>CPSU – The Community and Public Sector Union 5/445 Hay Street PERTH WA 6000</p>	 <p>Toni Walkington</p>
Authority	Branch Secretary
Date	22/11/2017
In the presence of	<p>W. Blayon</p> <p>Acting Co-ordinator – Member Services</p>
Date	22/11/2017

Signed for and on behalf of:	 Graham Pallot
Construction, Forestry, Mining and Energy Union (CFMEU) 80 Beaufort Street PERTH WA 6000	
Authority	Assistant State Secretary
Date	22/11/2017
In the presence of	Aaron Macdurell
Witness name and address	80 Beaufort St. Perth WA 6000
Date	22/11/2017

Signed for and on behalf of:	
Florian Goessman Independent Employee Bargaining Representative	
Authority	Employee Representative (sex)
Date	22/11/2017
In the presence of ANDREA MCLEOD	
Witness name and address GPO BOX 11987 PERTH WA 6845	
Date 22/11/2017.	



Curtin University

Legal and Compliance Services

GPO Box U1987

Perth Western Australia 6845

Telephone +61 8 9266 9090

Facsimile +61 8 9266 2768

Email ian.jackson@curtin.edu.au

Web curtin.edu.au

Your Ref: AG20175710

Our ref: IJ:LF: 3445

24 May 2018

Commissioner McKinnon
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: member.assist@fwc.gov.au

Dear Commissioner

UNDERTAKINGS

AG20175710 – CURTIN UNIVERSITY ACADEMIC, PROFESSIONAL AND GENERAL STAFF AGREEMENT 2017- 2021

I, Ian Jackson, Director People and Culture, being duly authorised on behalf of Curtin University (the **University**), hereby provide the following undertaking on behalf of the University in accordance with s.190 of the *Fair Work Act* 2009 (the **FW Act**).

In relation to the *Curtin University Academic, Professional and General Staff Agreement 2017 – 2021* (the **Agreement**), the University undertakes:

1. Clause 62.8 Dispute Resolution Procedure

The University undertakes that for the purposes of clause 62 of the Agreement, a staff member may be represented by a person or organisation of their choice in accordance with clause 58.3 of the Agreement.

2. Clause 51 Flexible Work Arrangements

The University undertakes that for the purposes of clause 51 of the Agreement staff members aged 55 years or older and staff members with school aged children may request a flexible working arrangement.

3. Clause 37 Annual Leave

The University undertakes that annual leave as provided for in clause 37 will accrue in accordance with the National Employment Standards.

4. Clause 49 Public Holiday

The University provides that clause 49 will operate subject to the terms of the National Employment Standards.

5. Clause 24 Hours of Work (Professional and General Staff) (Broader span of hours)

The University undertakes that any professional and general staff member who works outside the applicable span of ordinary hours under the *Higher Education Industry General Staff Award 2010* (**General Staff Award**) will be paid an allowance so that the overall payment to the staff member will be at parity to what they would have received under the General Staff Award.

6. Clause 27.4.2 Shiftwork – General Provisions

The University undertakes that if a staff member meeting the definition of shift worker as per clause 28 does work exclusively on a Sunday they will be paid an amount not less than the equivalent shift payment for these employees under the *Higher Education General Staff Award 2010*.

7. Clauses 20.2 Employment in Curtin FM; Clause 20.3 Casual Employment in Abacus Labs and University Library; Clause 20.4 Casual Employment in Housing Services.

The University undertakes that clause 20.2 operates to casual employees only.

The University undertakes that any casual professional and general staff member covered by clauses 20.2, 20.3 and 20.4 who works outside the applicable span of ordinary hours under the *Higher Education Industry General Staff Award 2010* (**General Staff Award**) will be paid an allowance so that the overall payment to the casual staff member will be at parity to what they would have received under the General Staff Award.

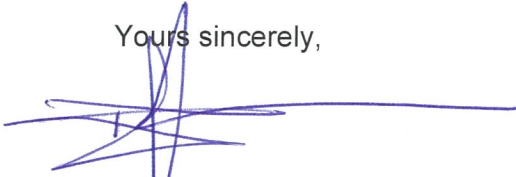
8. Clause 20.5 Trainees and Apprentices

The University undertakes that all terms dealing with pre-apprentices in the agreement will not apply.

9. Clause 26.3 Overtime General Provisions

The University undertakes that clause 26.3.2(c) will not apply in the agreement to the effect that it is deleted.

Yours sincerely,

A handwritten signature in blue ink, consisting of a series of overlapping loops and a long horizontal stroke extending to the right.

Ian Jackson
Director - People and Culture