



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Edith Cowan University
(AG2023/3145)

EDITH COWAN UNIVERSITY ENTERPRISE AGREEMENT 2022

Educational services

DEPUTY PRESIDENT O'KEEFFE

PERTH, 28 SEPTEMBER 2023

Application for approval of the Edith Cowan University Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Edith Cowan University Enterprise Agreement 2022* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Edith Cowan University (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 30 June 2021 and the Agreement was made on 25 August 2023. Accordingly, the genuine agreement requirements are assessed under the Act as those applying before 6 June 2023 and the better off overall test is that applying on and from 6 June 2023¹.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The NTEU, who were a bargaining agent, expressed the view that the Agreement passes the BOOT.

[4] During the exchange of correspondence with my chambers regarding approval, the Applicant identified an error in clause 59 of the version of the Agreement lodged for approval. The Applicant submitted, and its submissions were supported by the NTEU, that there had been an accidental omission from that clause in the lodged version and that the correct version of the clause had been provided to employees for the purposes of the vote. I am satisfied that this was a genuine error and have used the power conferred by s.586(a) of the Fair Work Act to allow the Agreement document to be amended by the replacement of clause 59 as originally lodged with the correct version of clause 59 as circulated to employees.

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Applicant has provided written undertakings. 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.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] The National Tertiary Education Industry Union (NTEU) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the NTEU.

[8] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Edith Cowan University Enterprise Agreement 2022



Future ECU City campus

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 this agreement.

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PART A **PRELIMINARIES**

1. TITLE

1.1 This Agreement will be known as the *Edith Cowan University Enterprise Agreement 2022* ("Agreement").

2. COVERAGE

2.1 This Agreement covers and applies to:

- a) The University;
- b) All Employees employed by the University as Academic Employees, and/or Professional Employees, in the classifications listed in [Schedule 2](#) of this Agreement, unless otherwise excluded by this Agreement, including those at Clause 2.2; and
- c) the National Tertiary Education Industry Union (NTEU).

2.2 This Agreement does not cover or apply to:

- (a) Persons appointed to the position of Vice-Chancellor, and a Member of the Executive, or an equivalent position succeeding any of those positions.
- (b) Persons principally employed in:

- (i) the production and presentation of theatrical, musical, cinematic, art or other entertainment on a commercial basis not primarily involving University related teaching or research (except this Agreement will cover and apply to an Academic or Professional Employee under Clause 2.1 (b)); or

- (ii) the operation of ECU Sport and Fitness Centres except that this Agreement will cover and apply to existing Ongoing Professional Employees employed in the ECU Sports and Fitness Centre (or any other legal or trading name subsequently adopted) at the date of approval of this Agreement; or

- (iii) businesses deriving revenue from and providing services not related to or directly supporting University related teaching and/or research except that those business in [Schedule 4 – Part 1](#) (Survey Research Centre and Vario Health Clinic) will be retained under this Agreement.

3. AWARDS AND AGREEMENTS

3.1 This Agreement supersedes and replaces in its entirety any previous Agreement covering employment with the University. This Agreement operates wholly to the exclusion of any Award (existing or future) and any industrial instrument which may otherwise, but for this clause, apply to those Employees covered by this Agreement.

3.2 University Employees are bound by University policies, as amended from time to time, but University policies do not form part of this Agreement. The Agreement will prevail to the extent of any inconsistencies.

3.3 Where there is inconsistency between the Agreement and the National Employment Standards (NES), and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. OPERATION OF THIS AGREEMENT

- 4.1 This Agreement will be effective from 7 days after approval by the Fair Work Commission or such later date as the FWC specifies. The nominal expiry date of this Agreement will be 30 June 2026.
- 4.2 The Parties will endeavour to commence negotiations for a replacement Agreement at least 3 months prior to the nominal expiry date.
- 4.3 This Agreement will be published on the University's website.

5. DEFINITIONS

In this Agreement, unless a contrary meaning is specified, the following definitions apply.

Academic Unit means School, Institute, Centre or other organisational unit.

Academic Employee(s) means an Employee employed by the University in the classifications listed in [Schedule 2, Part 2](#) of the Agreement.

Act means the Fair Work Act 2009 (Cth) as amended.

Agreement means the Edith Cowan University Enterprise Agreement 2022.

Casual Employee has the meaning of an Employee who is offered and accepts Casual Employment with a relevant minimum engagement period in accordance with [Clause 7.8](#) or [Clause 7.9](#).

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

Continuing Contingent Funded Employment (CCFE) means employment whereby an Employee is engaged by the University for a limited term, employed in a position based on limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

Continuous service means any period during which the Employee is:

- a) attending work; or
- b) absent on approved paid leave; or
- c) absent on approved unpaid leave of 10 working days or less.

Unless otherwise determined by the University, or as otherwise required by law, absences on unpaid leave exceeding 10 consecutive working days will not count for service, but will not constitute a break in service with the University.

Notwithstanding the above, Continuous Service includes continuous service with other recognised universities only for the purpose of transfer of entitlements for unpaid pro-rata Long Service Leave, accumulated Personal Leave, retirement and superannuation benefits, provided:

- a. the period between the effective date of resignation from the previous employer and the commencement with the University does not exceed 10 consecutive working days; and
- b. the Employee applies for recognition of prior service at the time of commencing employment with the University; and
- c. funding for the transferred entitlements is received from, or the University has a reciprocal arrangement with, the previous employer.

Day means from midnight to midnight.

Director, People and Culture means the Director, People and Culture or their nominee, or equivalent succeeding position.

Employee(s) means a person covered by this Agreement.

Family and Domestic Violence is violent, threatening or other abusive behaviour by a Close Relative of an Employee, including an Employee's Household Member, or a former Household Member or a current or former intimate partner of an Employee that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful

With a Close Relative of an Employee being a person who:

- (a) is an Employee's Immediate Family Member; or
- (b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Fixed-term Employment means Full-time or Part-time Employment for a specified term or ascertainable period, for which the instrument of appointment will specify the starting and finishing dates of that employment (or instead of finishing date, will specify the circumstances(s) or contingency relating to a specific task or project, upon the occurrence of which the employment shall expire).

A **Fixed-term Employee** has the meaning of an Employee on Fixed-term Employment.

Full-time means an Employee who is engaged to work at a full-time fraction of 100 per cent.

FWC means the Fair Work Commission or any successor.

Gender Affirmation is a personal process where a trans or gender diverse person implements steps to live as their defined or affirmed gender identity, rather than the gender assigned to them at birth.

Head of Work Unit means delegated position with the authority to act on the matter at hand.

Immediate Family Member or Household Member means:

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

Member of the Executive means an Employee who is a member of the University Executive Committee and is not a person defined as Senior Staff.

NES means the National Employment Standards under the Act.

Nominated Representative (including a Union Representative) means:

- (a) a Union; or

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

nominated by an Employee or group of Employees, if they so choose, to support or represent them (or both), excluding a currently practising solicitor or barrister.

Ongoing means full time or part-time employment that does not have a fixed end date, or a contingency upon which the employment will come to an end, and is all employment other than Fixed-term Employment, Casual Employment or a CCFE contract.

Part-time means an Employee who is engaged to work at any fraction of full-time which is less than 100 per cent. A Part-time Employee receives on a pro-rata basis equivalent pay and conditions to those specified in the Agreement for Full-time Employees.

Probation(ary) Period means a period during which the Employee's initial performance and suitability for the position are assessed.

Professional Employee(s) means an Employee employed by the University in the classifications listed in [Schedule 2, Part 1](#) of the Agreement. These Employees are not Academic Employees.

Registered Medical Practitioner means a person qualified and registered to practise under the Health Practitioner Regulation National Law (WA) Act 2010 or equivalent State, Territory or international regulation, or other health practitioner as approved by the University.

Senior Staff means an Employee appointed to a senior leadership or senior management position which has been determined by the University to be Senior Staff, including a:

- (a) Senior Academic Position with senior managerial responsibilities with a base salary that is at least 20% above the Academic Staff Level E salary; or
- (b) Senior Professional Position being a senior management position with a base salary that is at least 20% above Professional Staff HEW Level 10.

Spouse includes a de facto spouse.

Suitable Alternative Employment means employment within the University that:

- (a) is ongoing employment at the same service fraction and level as the Employee's current position, unless otherwise agreed;
- (b) in the opinion of the University corresponds to the Employee's skills and competencies, which they are capable of satisfactorily performing, whether or not further training may be necessary to acquire the skills;
- (c) in the case of an Academic Employee, consistent with their career aspirations;
- (d) is within reasonable commuting distance (i.e. between metropolitan campuses); and
- (e) any other position that might be agreed between an Employee and the University.

Union or NTEU means the National Tertiary Education Union (NTEU).

University means Edith Cowan University (ECU).

Vice-Chancellor means the person appointed to be the Vice-Chancellor of the University, or their nominee.

Work Unit means School, Centre or other organisational unit.

PART B **EMPLOYMENT RELATIONSHIP**

6. SENIOR STAFF

- 6.1 Where the University enters into a contract of employment with Senior Staff, the terms and conditions of employment will be set out in that contract of employment.
- 6.2 The following clauses of this Agreement will not apply to Senior Staff, but will continue to apply to an underlying substantive position where applicable:
- (a) [Clause 28](#) - Unsatisfactory Performance – Academic Employees; and
 - (b) [Clause 29](#) - Misconduct and/or Serious Misconduct.

7. EMPLOYMENT CATEGORIES

7.1 *Requirement to state terms of engagement*

7.1.1 Employees may be engaged on one or more of the following types of employment:

- (a) Ongoing;
- (b) Fixed-term;
- (c) Continuing Contingent Funded Employment (CCFE) under [Clause 7.6](#); and/or
- (d) Casual.

7.1.2 Upon engagement, the University will provide the Employee with an instrument of appointment which stipulates the type of employment and informs the Employee of the terms of engagement at the time of the appointment in relation to:

- (a) for Employees other than Casual Employees, the classification level and salary of the Employee on commencement of the employment, the fraction of full-time to be worked, and the length and terms of any period of probation; and
- (b) for Fixed-term Employees and CCFE, the term of the employment; or
- (c) for Casual Employees, the duties required, rate of pay and the estimated number of hours required.

7.2 *Academic Employee*

Ongoing and Fixed-term Academic Employees will be paid in accordance with the salaries set out in [Schedule 1, Part 2](#), and classified according to the levels set out in [Schedule 2, Part 2](#) of this Agreement.

7.3 *Professional Employee*

Ongoing and Fixed-term Professional Employees will be paid in accordance with the salaries set out in [Schedule 1, Part 1](#), and classified according to the levels set out in [Schedule 2, Part 1](#) of this Agreement.

7.4 *Ongoing Employment*

7.4.1 An ongoing Academic or Professional Employee may be employed on a full time or part-time basis, and will be an Employee described as such in their contract of employment.

7.4.2 The University may make an ongoing appointment subject to a period of probation, as specified at [Clause 8](#) - Probation and University policy as varied from time to time.

7.5 *Part-time Employment*

- 7.5.1 Part-time Employees will receive the salary and non-salary conditions of a full-time appointment calculated and paid on a pro-rata basis.
- 7.5.2 A Part-Time Employee may be employed on either an ongoing or fixed-term basis, and is not a Casual Employee.
- 7.5.3 Consultation on changes to a Part-time Employee's regular roster or ordinary hours of work will be in accordance with [Clause 16.3](#) - Consultation on Workplace Change.
- 7.5.4 The University will consider any written request to work part-time based on its merits and the reasonable business grounds of the Work Unit.

7.6 *Continuing Contingent Funded Employment (CCFE)*

- 7.6.1 A Full-time or Part-time Employee who has been employed on a Fixed-term contract subject to contingent funding for a period of at least 3 years, is eligible for a CCFE contract in accordance with this provision.
- 7.6.2 "Contingent Funding" is limited term funding provided principally from external sources, and is not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 7.6.3 A Fixed-term Employee may be appointed to a CCFE contract, at the discretion of the Head of Work Unit using internal funds, where:
 - (a) the use of internal funding is for a limited period; and
 - (b) the Head of Work Unit has a reasonable expectation that alternative contingent funding or an ongoing appointment will become available; and
 - (c) the alternative would be the termination of the Employee from their employment with the University.
- 7.6.4 The following provisions of this Agreement do not apply to an Employee on a CCFE contract:
 - (a) [Clause 7.7.2.3](#) Conversion of Fixed-term Employment to Ongoing Employment
 - (b) [Clause 7.7.3](#) Severance Pay for Fixed-Term Employees,
 - (c) [Clause 17](#) Redundancy Provisions - Professional Employees, and
 - (d) [Clause 18](#) Redundancy Provisions - Academic Employees.
- 7.6.5 A CCFE contract may be terminated by the University:
 - (a) if the funding that supports the position ceases or is insufficient; or
 - (b) if the inherent nature of the work required has changed significantly and the skills and experience of the Employee will not enable them to complete the requirements of the position; or
 - (c) where termination is in accordance with [Clause 14.2](#).
- 7.6.6 Where funding that supports an Employee's CCFE contract ceases or is insufficient:
 - (a) the University may provide notice specified at Clause 7.6.7 and terminate the employment;

- (b) if, during the notice period, the funding for the position is renewed, the notice of termination can be withdrawn and, with the Employee's consent, employment continues;
- (c) the University may offer and/or transfer the Employee into another equivalent CCFE position;
- (d) the Head of Work Unit may, at their discretion, use internal funding for a limited period where they have a reasonable expectation contingent funding will become available;
- (e) if an application for renewal of contingent funding for the position is still pending, then by mutual agreement:
 - (i) the period of employment may continue for any period of:
 - available Annual and/or Long Service Leave and the Employee's leave balance will be reduced accordingly; and thereafter
 - unpaid leave, provided that the total period of paid and unpaid leave cannot exceed 9 weeks; or
 - (ii) if the employment has ceased, payment of severance under Clause 7.6.8 and/or payment in lieu of notice under Clause 7.6.7 may be delayed for up to 9 weeks to facilitate continuation of service. If the funding for the position is renewed during this period, employment will recommence with no entitlement to severance or payment in lieu of notice and the period from cessation of employment to recommencement will not break continuity of service, but will not count as service;
- (f) the University may terminate the Employee's employment at the end of the agreed leave period specified at Clause 7.6.6(e)(i) without any further notice, and the employment relationship will cease and the severance payment at Clause 7.6.8 will be made.

7.6.7 The University will provide notice, or payment in lieu of notice where employment is terminated, being a minimum of 4 weeks' notice, or 5 weeks' notice if the Employee is over 45 years of age. Where termination occurs under Clause 7.6.5(c) the notice period specified at [Clause 14.2](#) will apply.

7.6.8 A CCFE Employee whose employment has been terminated under Clause 7.6.5 other than where termination occurs under Clause 7.6.5(c) will be entitled to severance pay according to their period of continuous service:

Period of Continuous Service	Severance pay
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 7.6.9 Severance will not be payable where:
- (a) the Employee has resigned or declined an offer for further employment; or
 - (b) prior to ceasing employment the Employee obtains further employment within the University; or
 - (c) the University or Employee secures the same or similar employment with another employer, with a transfer of all accrued entitlements.

7.7 *Fixed-Term Employment – All Employees*

- 7.7.1 Fixed-term Employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

The University may make a Fixed-term Employment subject to a Probationary Period, as specified at [Clause 8](#) - Probation.

The University may terminate a Fixed-term Employee's employment in accordance with [Clause 14.2](#) – Termination and Notice.

Where a fixed-term contract is terminated at the University's initiative because the University no longer requires the job to be done by anyone, the University may transfer the Employee into another suitable position. If a suitable position cannot be found, the Employee will receive:

- (i) the salary for the remainder of the contract or 6 months' salary whichever is the lesser; and
- (ii) the applicable NES notice period or payment in lieu of notice, in total or part thereof.

- 7.7.1.1** The use of Fixed-term Employment will be limited to the employment of an Employee engaged on work activity that comes within the description of one or more of the following circumstances:

- (a) **Specific task or project** means a definable work activity which has a commencement date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- (b) **Research** means an Employee primarily engaged in research. An Academic Employee engaged under this provision may spend up to 4 hours per week on teaching in his/her area of expertise together with the administrative duties associated with such teaching. Such a person may be engaged for a contract period not exceeding 5 years.
- (c) **Replacement Employee** means an Employee:
 - (i) undertaking work activity replacing a Full-time or Part-time Employee for a definable period for which the replaced Employee is either on

authorised leave of absence or is temporarily seconded away from their usual work area; or

- (ii) performing the duties of:
- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

until a Full-time or Part-time Employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Recent Professional practice required**

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding 2 years.

(e) **Pre-retirement contract**

Where a Full-time or a Part-time Employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years.

(f) **Fixed-term contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- (i) such Fixed-term contract Employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (ii) an offer of Fixed-term Employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

(g) **Senior Staff Appointment**

Where the University enters into a Senior Staff contract, the person may be engaged for a contract period not exceeding 5 years.

(h) **Apprentices and/or Trainees**

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

(i) **Academic Career Development Fellow**

An Academic Career Development Fellow (ACDF) is a fixed-term appointment at Level A, and at the entry point relevant to the person's qualifications and experience.

ACDF's will:

- (i) be for a minimum 50% service fraction of a full-time appointment;
- (ii) be for a maximum duration of 2 years;
- (iii) be subject to a period of probation as set out at [Clause 8](#);
- (iv) have a workload allocation in accordance with the academic role being Teaching and Research Scholar, or Teaching Focused Scholar, as set out at [Clause 10](#);
- (v) actively participate in training or other identified measures to support their professional development; and
- (vi) be eligible to access the Professional Development Fund at [Clause 64](#).

Appointment to an ACDF will be limited to suitable Casual Employees who have:

- (vii) been awarded a PhD, or have relevant practical or commercial/industry experience, and have performed casual teaching work for the University for a minimum 12-month period; or
- (viii) been an active candidate for a PhD for at least 2 years, and have performed casual teaching work for the University for a period of 12 months during the past 2 years.

An appointment as an ACDF does not provide entitlement to any severance payment at the expiry of the ACDF fixed-term appointment.

7.7.1.2 The fixed-term categories specified at Clause 7.7.1.1 do not apply to fixed-term contracts entered into under the provisions of any previous enterprise agreement covering ECU staff.

7.7.2 Notice of cessation or revocation of employment upon expiry of the contract

7.7.2.1 Notice on Expiry of Fixed-Term Employment

- (a) The University will provide a Fixed-term Employee 4 weeks written notice whether upon expiry of the contract it intends to offer further employment.
- (b) In addition to the notice at Clause 7.7.2.1(a), an Employee over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional 1-week notice.
- (c) Where, because of circumstances beyond the University's control, the University is not able to give the notice required at Clause 7.7.2.1(a) or (b), it will be sufficient compliance with this clause if the University:

- (i) advises those circumstances to the Employee in writing by the latest time at which the notice would otherwise be required to be given; and
- (ii) gives notice to the Employee at the earliest practicable date thereafter.

7.7.2.2 Offer of Further Employment

Where the University decides to maintain a position and where the offer of Fixed-term Employment is permissible under the Act, the incumbent will be offered further Fixed-term Employment in accordance with Clause 7.7.1.1, provided the incumbent:

- (i) has at least 12 months continuous service in the position at the contract expiry date;
- (ii) was employed through a competitive merit selection process in accordance with University policy;
- (iii) has demonstrated satisfactory performance as assessed and documented as part of the University's management for performance system; and
- (iv) has demonstrated the capacity to meet future expectations of the position, including any new duties or competencies that may be required.

7.7.2.3. Conversion of Fixed-Term Employment

(a) This Clause does not apply to an Employee appointed in accordance with [Clause 7.6](#) Continuing Contingent Funded Employment (CCFE).

(b) An eligible Fixed-term Employee may apply for conversion to ongoing status provided they have satisfactorily completed at least 3 years of continuous service in that position on 2 or more consecutive contracts, and the following requirements are met:

- (i) they are undertaking work of an ongoing nature
- (ii) they were appointed to the position through a competitive merit-based selection process in accordance with University policy; and
- (iii) they are demonstrating satisfactory performance as assessed and documented as part of the University's management for performance system.

(c) The University may refuse conversion on reasonable grounds.

7.7.3 Severance pay

(a) A Fixed-term Employee whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to a severance payment in accordance with the NES, as set out in Table 1- Severance Payment at Clause 7.7.3(b) in the following circumstances:

- (i) the Employee is employed on a second or subsequent fixed-term contract for a Specified Task or Project, or Research and the same or substantially similar duties are no longer required by the University; or
- (ii) the Employee is employed on a fixed-term contract for a Specified Task or Project, or Research and the duties of the kind performed in relation to

work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

(b) Table 1 – Severance Payment:

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

(c) Where the University advises a Fixed-term Employee in writing that further employment may be offered within 6 weeks of the expiry of a period of Fixed-term Employment, then the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry of the period of Fixed-term Employment.

7.7.4 Calculation of continuous service

- (a) For the purpose of determining fixed-term benefits which apply to Fixed-term Employees, breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks in total will not constitute breaks in continuous service.
- (b) Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause ([7.7 Fixed-Term Employment](#) – All Employees).

7.8 Casual Employment – Professional Employee

7.8.1 The employment of a Casual Employee may be terminated by the giving of not less than 1 hours' notice. Subject to Clauses 7.8.3, the minimum engagement for a Casual Employee will be as follows:

- (a) a Casual Employee who is a student and expected to be on campus on that day in their capacity as a student or a Casual Employee with primary employment elsewhere (or with the University), for a minimum of one hour;
- (b) all other Casuals a minimum of 3 hours; and
- (c) A Casual Employee may request a minimum engagement of less than 3 hours for personal reasons.

7.8.2 A Casual Employee's pay rate includes a casual loading of 25% in lieu of leave and other Agreement-based benefits and entitlements for which a Casual Employee is not eligible unless otherwise stated in this Agreement.

- 7.8.3 A Casual Employee engaged within the Survey Research Centre will be paid in accordance with [Schedule 4 – Part 1 A](#).
- 7.8.4 A Casual Employee engaged within the Vario Health Clinic will be paid in accordance with [Schedule 4 – Part 1 B](#).
- 7.8.5 A Casual Employee may be offered, and may request, conversion to Ongoing Full-time or Part-time Employment in accordance with the NES. The University may refuse the request for conversion in accordance with the NES and on reasonable grounds.

7.9 Casual Employment – Academic Employee

- 7.9.1 The employment of a Casual Employee may be terminated by the giving of not less than 1 hours' notice. Casual Academic Employees are engaged for a minimum of 2 hours inclusive of any incorporated time and payment for preparation or associated working time provided for and in accordance with [Schedule 1 Part 3](#), and these rates include a casual loading of 25% in lieu of all leave and other Agreement based benefits and entitlements for which a Casual Employee is not eligible unless otherwise stated in this Agreement.
- 7.9.2 The University will provide Casual Academic Employees with access to the appropriate resources, space and facilities to carry out their contracted work. The level of resources and support provided will vary depending on the work to be performed and the period of engagement required.

7.9.3 Reduction in the use of Casual Employment

- 7.9.3.1 During the life of this Agreement the University aims to reduce casual academic employment by filling 37 FTE ongoing academic roles from existing University Casual Academic Employees who have performed casual teaching work for the University for a minimum 12 month period. This equates to an approximate 25% reduction in casual academic employment. A Casual Employee appointed to one of these roles will perform teaching work that was previously performed by Casual Employees.
- 7.9.3.2 For the purpose of the 37FTE at clause 7.9.3.1, this number will also include Casual Academic Employees who are:
 - (a) Converted to ongoing employment in accordance with the NES; and
 - (b) Appointed to ongoing employment via the Academic Career Development Fellow role as set out in [Clause 7.7.1.1\(i\)](#).
- 7.9.3.3 Appointments will be through a merit-based selection process in accordance with University policy, at a minimum 50% service fraction, and for Teaching Focused roles unless otherwise agreed.
- 7.9.3.4 Where no existing Casual Academic Employee applicant is suitably qualified for appointment the University may appoint externally.
- 7.9.3.5 In accordance with [Clause 56.2](#) the JSCC will be consulted into progress of the employment objective at clause 7.9.3.1.

8. PROBATION

8.1 Professional Employee

- 8.1.1 The employment of a Professional Employee covered by this Agreement will be subject to Probation for a maximum period commensurate to the skill level of the position and applied as follows:
- | | |
|-----------------------|-----------|
| (a) HEW Levels 1 to 9 | 6 months |
| (b) HEW Level 10 | 12 months |
- 8.1.2 Subject to Clause 8.1.3(b) a Probation Period will not exceed the period as specified at Clause 8.1.1, and in the case of a Fixed-term contract Employee the period will not exceed one-third of the length of the fixed-term contract.
- 8.1.3 Prior to the expiration of the Probation Period the University will:
- (a) confirm the appointment if no concerns have arisen or concerns have been addressed; or
 - (b) extend the Probation Period by no more than the time of the initial period if concerns have been identified and need more time to be addressed; or
 - (c) give notice to terminate the services of the Employee.
- 8.1.4 Where a Probation Period is extended, the Employee will be advised prior to the conclusion of the initial Probationary Period, of the reasons and justification for the decision and given an opportunity to respond.
- 8.1.5 Where the University gives notice to terminate the employment of the Employee, the Employee will be advised of the reasons and justification for the decision and given an opportunity to respond within 5 working days of receipt of this advice.
- 8.1.6 Any decision to extend or terminate a Probation Period must be agreed to by the Director, People and Culture.
- 8.1.7 Any subsequent fixed-term contract for similar duties will not contain a Probation Period, provided the break in service does not exceed 12 months and the term of the initial contract exceeds the usual Probation Period of the subsequent contract.

8.2 Academic Employees

- 8.2.1 The University may require an Academic Employee to serve a period of Probation that is reasonable having regard to the nature and circumstances of the employment, the skill level of the position, and the Employee's qualifications and experience. Subject to Clause 8.2.3(b) a Probation Period for an Ongoing Employee will not exceed 3 years.
- 8.2.2 Subject to Clause 8.2.3(b) a Probation Period for a Fixed-term Employee will not exceed one third of the length of the fixed-term contract.
- 8.2.3 Prior to the expiration of the Probation Period the University will:
- (a) confirm the appointment if no concerns have arisen or concerns have been addressed; or
 - (b) extend the Probation Period by a period no greater than 6 months for Fixed-term Employees or 12 months for Ongoing Employees if concerns have been identified and need more time to be addressed; or
 - (c) give notice of 3 months to terminate employment.

- 8.2.4 Where a Probation Period is extended, the Employee will be advised prior to the conclusion of the initial Probationary Period, of the reasons and justification for the decision and given an opportunity to respond.
- 8.2.5 Where the University gives notice to terminate the employment of the Employee, the Employee will be advised of the reasons and justification for the decision and given an opportunity to respond within 5 working days of receipt of this advice, and appeal the decision to the Senior Deputy Vice-Chancellor or nominee. The Senior Deputy Vice-Chancellor or nominee will endeavour to make a determination within 5 working days, and their decision will be final.
- 8.2.6 Any decision to extend or terminate a Probation Period must be agreed to by the Director, People and Culture.
- 8.2.7 Any subsequent fixed-term contract for similar duties will not contain a Probation Period, provided that the break in service does not exceed 12 months and the term of the initial contract exceeds the usual Probation Period of the subsequent contract.

9. ACADEMIC ROLES – ACADEMIC EMPLOYEES

- 9.1 The ECU *Academic Staff Performance Expectations and Outcomes Framework (ASPEO)* as amended from time to time is a key University document that is designed to provide Academic Employees with clarity on performance expectations in the core areas of academic work at ECU:
- (a) Teaching;
 - (b) Research and Scholarship; and
 - (c) Academic Leadership and Service.

The relative proportion of these activities will be determined in accordance with the Academic Workloads Policy.

- 9.2 The Joint Staff Consultative Committee (JSCC) will be consulted on any proposed changes to ASPEO during the life of the Agreement.

9.3 Academic Roles

All academic appointments will be made at levels A-E in accordance with the *Academic Employee Classification Standards* set out in [Schedule 2, Part 2](#) of this Agreement.

9.4 Types of Academic Roles

Ongoing and Fixed-term Academic Employees will be appointed, or may apply to be appointed to one of four academic roles. All academic roles are expected to contribute to the performance effort of the University, and includes:

- a. Teaching and Research Scholar
- b. Research Focused Scholar
- c. Teaching Focused Scholar
- d. Practitioner Scholar

9.5 Teaching and Research Scholar

A Teaching and Research Scholar is expected to contribute to the overall teaching, research, academic leadership, engagement and service activities of the University.

9.6 Research Focused Scholar

A Research Focused Scholar is expected to make a significant contribution to the research effort of the University, either independently or as part of a research team. A Research Focused Scholar is expected to have a role that includes mainly research related duties. A Research Focused Scholar role may also engage in some teaching (normally associated with post-graduate supervision). Research Focused Scholars will also be required to contribute to academic leadership, engagement and service activities.

9.7 Teaching Focused Scholar

A Teaching Focused Scholar is expected to make a significant contribution to effective teaching and learning associated activities through a focus on excellence in teaching, improvements and innovation in teaching, and/or scholarship of teaching. Teaching Focused Scholars will also be required to contribute to academic leadership, engagement and service activities.

9.8 Practitioner Scholar

A Practitioner Scholar is expected to make a significant contribution to teaching with an emphasis on contemporary practitioner-based activities, skills and knowledge relevant to a discipline or profession. Practitioner Scholars will also be required to contribute to academic leadership, engagement and service activities.

10. ACADEMIC WORKLOADS

10.1 For the purposes of workload allocation:

Teaching Delivery will mean – the delivery of education through activities such as lectures, tutorials, seminars, workshops, demonstrations, laboratory sessions, field trips and practicums, class supervision and other teaching methods that are technology based.

Teaching-Related Duties include activities such as curriculum development; unit coordination; preparation of materials; consultation; assessment and feedback; pedagogical innovation including training in new modes of teaching delivery.

Teaching is the combination of teaching delivery and teaching related duties.

10.2 The scope of academic work may include any combination of teaching, research and scholarship, and leadership and service.

10.3 Academic workloads will be managed in accordance with this Agreement, policies and procedures established by the University.

10.4 Academic workload may consist of both assigned and/or self-directed tasks. Workload will be allocated to Academic Employees taking into account the time required to do the work, the strategic direction of the University and University's business needs, and workload models will have regard to the following:

- (a) The academic role
- (b) An equitable, transparent and reasonable distribution of workload across a discipline and/or School consistent with WHS duty of care;
- (c) Academic and business needs;
- (d) Consideration of a suitable allocation to facilitate an Academic enrolled in a relevant Doctoral program and making satisfactory progress;
- (e) Work travel required between campuses or other agreed work locations for the purpose of performing work; and

(f) Planned leave.

10.5 A Full-time Academic Employee workload allocation will be based on 1695 hours per academic year (pro-rata for Part-time Academic Employees) as follows:

Hours of Work Full-time Academic Employees	
Description / Details	Hours
A Full-time Workload of 52 weeks	1,950
Less 4 weeks Annual Leave (150 hours)	1,800
Less Public Holidays (75 hours)	1,725
Less 30 hours Personal Study Time	1,695
Total Workload Allocation Hours	1,695

Hours may vary subject to approved leave.

10.6 Academic workload activity will be allocated in the following ranges, taking into account the assigned academic role of the Employee:

Academic Role	Teaching	Research and Scholarship	Leadership and Service
Teaching and Research Scholar	20-60%	20-60%	10-50%
Teaching Focused Scholar	50-80%	10-20%	10-50%
Practitioner Scholar	50-80%	10-20%	10-50%
Research Scholar	0-20%	60-90%	10-20%

10.7 Each School will consult with its Academic Employees to develop an Academic Workload Model providing for the allocation of academic work within the School that reflects the requirements at Clauses 10.4, 10.5 and 10.6.

10.8 School workload allocations will be made available and accessible to all Academic Employees within the School:

- (a) in a manner that enables an Employee to compare their workload allocation against other allocations approved within the School; and
- (b) normally an indicative allocation will be provided by the end of the year, with the allocation finalised and communicated before commencement of the academic year.

10.9 An Academic Employee who is dissatisfied with their workload allocation may seek a review by the School Executive Dean within 10 working days of receiving their allocated workload. If such a request is made, the School Executive Dean must undertake a review having regard to the matters set out in Clauses 10.3 and 10.4 and notify the Employee in writing of the outcome.

10.10 Where the Employee is dissatisfied with the Executive Dean's decision regarding their workload allocation they may, within 5 working days of receipt of this advice, appeal the decision to the Senior Deputy Vice-Chancellor or nominee. The Senior Deputy Vice-Chancellor or nominee will endeavour to make a determination within 5 working days.

10.11 If following completion of the process prescribed by Clauses 10.9 and 10.10 above the Employee's concerns remain unresolved, the Employee may utilise the [Clause 53 Dispute Procedures](#) of this Agreement, commencing at [Clause 53.8](#) - referral to the Director People and Culture.

11. OFFSHORE WORK – ACADEMIC EMPLOYEES ONLY

11.1 All necessary travel expenses and reasonable requirements for an Employee undertaking Offshore Work will be paid and managed consistent with this Agreement and policy and procedures established by the University.

11.2 An Employee will at all times have the right not to undertake Offshore Work if this is not a major requirement of their contract of employment.

11.3 Offshore Work is negotiated and agreed between the Employee and the Head of Academic Unit, and may be part of the Employee's normal workload, or separate to such workload. If it is agreed Offshore Work is separate to the Employee's normal workload, then the Employee will be remunerated at a rate determined by the University and Employee.

11.4 Prior to departure the University will provide an Employee with advice regarding:

- (a) Purpose of the travel,
- (b) the remuneration to be received (if any)
- (c) the departure and return dates and period of such Offshore Work;
- (d) the specific location of such work; and
- (e) the nature of any accommodation that is to be provided.

11.5 An Employee will have the right, by providing reasonable notice, to withdraw from Offshore Work should they have reasonable concerns regarding their personal safety or the political environment.

11.6 The University will make every reasonable effort to ensure that an Employee's offshore working conditions are reasonable, having regard to the conditions of the country in which the duties are to be performed.

12. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT MATTERS

12.1 The University will continue to support Aboriginal and Torres Strait Islander participation in the workplace, including achieving the long-term employment strategies set within the ECU Strategic Plan 2022-2026 and this Plan is not incorporated into this Agreement.

12.2 The employment strategies will include an objective to achieve Aboriginal and Torres Strait Islander employment of 3% of full-time equivalent University Employees by 2026, with this objective monitored by the University's Kudjukat Wow-r-ing (Future Making) consultative committee or any succeeding committee. On 2022 staffing figures, this would equate to 56 FTE.

12.3 In achieving the employment objective at clause 12.2 the University may adopt recruitment measures that enable only Aboriginal or Torres Strait Islander persons be considered for appointment to particular identified positions.

- 12.4 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. In accordance with [Clause 56.2](#) the JSCC will be consulted into progress of the employment objective at Clause 12.2.
- 12.5 The University will provide Cultural and Ceremonial Leave as set out at [Clause 45](#) to assist Aboriginal and Torres Strait Islander Employees to effectively participate in such activities.
- 12.6 An Aboriginal and Torres Strait Islander Employee's workload will recognise cultural contributions made, including the provision of advice and support to fellow Employees and students.
- 12.7 An Aboriginal or Torres Strait Islander Employee who is required by the University to use an Indigenous language in the course of their employment will be paid a Level 1 or Level 2 Bilingual proficiency allowance as set out in the *Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Service Award 2020*, and this Award is not incorporated into this Agreement.
- (i) Level 1 is an elementary level. This is for Employees who are required to and capable of using minimal knowledge of language for the purpose of simple communication.
- (ii) Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

PART C **CEASING EMPLOYMENT**

13. TERMINATION ON THE GROUNDS OF ILL HEALTH

- 13.1 The University may require an Employee whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a Registered Medical Practitioner chosen by, and at the expense of the University.
- 13.2 Unless a lesser period is agreed, the University will give no less than 4 weeks' notice to the Employee that they are required to undertake a medical examination.
- 13.3 If the Employee provides evidence they have applied to their superannuation fund or other like fund provider prior to expiry of the period of notice at Clause 13.2, for ill-health benefits, or a temporary incapacity or permanent disability benefit, however described by the fund provider, the requirement for a medical examination under Clause 13.1 may lapse provided the fund provides their decision within a reasonable period of time.
- 13.4 In the event the superannuation or other fund provider decides the Employee, following a period of receipt of a temporary incapacity benefit, is capable of resuming work and the Vice-Chancellor or nominee elects to dispute this decision, the Vice-Chancellor or nominee may proceed in accordance with this clause without further recourse to the provisions of Clause 13.3.
- 13.5 Where the Employee has caused or may present a workplace health and safety concern to themselves or others, the Employee may be required to take accrued Annual Leave, Personal Leave or Long Service Leave, or otherwise authorised unpaid leave until their capacity to perform the duties of their position can be determined.
- 13.6 A copy of the medical report from the examination at Clause 13.1 will be made available to the Vice-Chancellor or their nominee and the Employee.
- 13.7 If the report states the Employee is unable to perform their duties, and is unlikely to be able to perform those duties or resume them within 12 months, the Vice-Chancellor or nominee may terminate the Employee's employment by providing the specified notice being:

Academic Employee	Notice within the Employee's contract, or where not specified, 6 months' notice, or pay instead of notice
Professional Employee	3 months, or pay instead of notice

- 13.8 The Employee, within 10 days of receiving notice of the decision to terminate their employment under Clause 13.7, may request that the findings are confirmed by a Registered Medical Practitioner agreed between the University and the Employee. The Registered Medical Practitioner where practicable should be specialising in, or have experience in the area related to the illness or injury.

If within 28 days agreement on a Registered Medical Practitioner cannot be reached, the University will choose a suitable Registered Medical Practitioner and require the Employee to attend a medical examination with this practitioner. If the Employee refuses to attend or participate in the assessment, Clause 13.9 will apply.

The University will inform the Employee to provide relevant information to and seek relevant information from the medical practitioner to assist with the review, and the onus will be on the Employee to ensure this occurs.

13.9 Refusal or non-attendance at a medical examination by the Employee within 3 months of a written notification to do so under either Clause 13.1 or 13.8 will be construed as evidence that the Employee was unable to perform their duties and that such a medical examination would have found the Employee is unlikely to be able to resume them within 12 months, and the University may terminate employment in accordance with Clause 13.7.

13.10 The provisions of this Clause do not apply to Casual Employees.

14. TERMINATION AND NOTICE

14.1 Notice of termination required by the Employee

An Employee may resign or retire from the University by giving the amount of written notice specified below or the period of notice specified in the employment contract.

Particulars	Notice Period
Ongoing Academic Employee	6 months
Fixed-term Academic Employee	4 weeks
CCFE Employee	4 weeks
Professional Employee	4 weeks
Casual Employee	1 hour

(a) If the required notice is not given, or if the Employee does not serve the full notice period, the University may deduct an amount in lieu of the notice period not worked from any final monies owing.

(b) The University may agree to a shorter notice period.

14.2 Notice of termination required by the University

(a) The University may only terminate an Employee's employment pursuant to one of the following clauses or reasons, and the notice period will be as set out in that clause or the employment contract, or if no notice is specified the required period of notice is as prescribed by the NES:

- (i) [Clause 7.6](#), Continuing Contingent Funded Employment,
- (ii) [Clause 7.7.1](#), Fixed-Term Employment,
- (iii) [Clause 8](#), Probation,
- (iv) [Clause 13](#), Termination on the Grounds of Ill Health,
- (v) [Clause 17](#), Redundancy Provisions – Professional Employees,
- (vi) [Clause 18](#), Redundancy Provisions – Academic Employees,
- (vii) [Clause 28](#), Management of Unsatisfactory Performance – Academic Employees,
- (viii) [Clause 29](#), Management of Misconduct and/or Serious Misconduct,
- (ix) Unsatisfactory performance for a Professional Employee in accordance with the University's Unsatisfactory Performance policy,
- (x) Breach of contract, and

- (xi) any reason that would give grounds to termination at common law.
- (b) The University may pay the equivalent salary instead of notice.
- (c) If the Employee does not serve the full notice period, the University may deduct an amount in lieu of the notice period from any final monies owing.

15. DEDUCTIONS FROM SALARY/RECOVERY OF OUTSTANDING DEBTS

- 15.1 The University may make deductions from the salary of an Employee if the deduction is authorised in writing by the Employee and is principally for the Employee's benefit. This includes deductions from salary for the purposes of salary packaging under University policies.
- 15.2 Where the University can demonstrate an overpayment of salary has occurred, the University will, except where Clause 15.6 applies, seek to recover the amount by way of authorised salary deductions from the Employee's regular salary, in accordance with a schedule of deductions prepared by the University. The Employee will be provided with advice of the overpayment and may respond to the proposed recovery action.
- 15.3 Prior to instigating the recovery of any monies the Employee will be provided with written notice of the:
- a. reason for the alleged overpayment;
 - b. amount to be recovered, including an outline of the outstanding debt; and
 - c. the respective pay date(s) for any deduction.
- Except where Clause 15.6 applies, the Employee and the University may then agree to the recovery arrangements.
- 15.4 If no agreement is made within 30 days from notification of the overpayment, the University may invoice the Employee the debt amount to be repaid.
- 15.5 Where practicable, the overpayment of salary should be repaid within the period of the current income tax year.
- 15.6 Notwithstanding the above, where employment terminates the University can recover all outstanding debts including overpayment of salary from any final monies owing.

PART D MANAGEMENT AND CONSULTATION ON WORKPLACE CHANGE

16. CONSULTATION ON WORKPLACE CHANGE

16.1 In this clause:

(a) "*Significant effect*" includes:

- i. termination of employment due to Redundancy; or
- ii. major changes in the composition, operation or size of a Work Unit or the University's workforce or in the skills required; or
- iii. the elimination or diminution of job opportunities, or promotion opportunities or job tenure; or
- iv. the alteration of hours of work; or
- v. the need for retraining or transfer of Employees to other work or locations; or
- vi. the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) "*Consultation*" means discussing the introduction of change with the Employees and their representatives, seeking their views about the changes and giving them a bona fide opportunity to influence the decision maker. Prior to making a final decision, the University will give genuine consideration to any matters raised by Employees and their representatives about the decision, including without limitation whether or not to proceed with the change as well as any matters raised about implementation.

16.2 The University will consult in writing with:

- (a) affected Employees and the Union and/or other Nominated Representative, if any, about a major workplace change that is likely to have a significant effect on the Employee; or
- (b) affected Employees about a change to their regular roster or ordinary hours of work.

16.3 For a change to an Employee's regular roster or ordinary hours of work (except where an Employee has irregular, sporadic or unpredictable working hours) the University will:

- (a) provide information to the Employee about the change;
- (b) invite the Employee 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 Employee about the impact of the change.

16.4 Employees may be represented by a Nominated Representative for the purposes of consultation under this clause.

16.5 The University will notify the affected Employees and commence consultation about the major workplace change as defined in Clause 16.2(a) by provision of a formal change document which outlines the definite proposal that has been made to introduce the change and which invites feedback from those Employees. The change proposal should include:

- (a) the effects the changes are likely to have on Employees;
- (b) measures to avert or mitigate any adverse effects of such changes;

- (c) how work from a disestablished job, if any, will be accommodated; and
- (d) a WHS risk assessment.

- 16.6 The consultation period will normally be for a period of 2 weeks, but may be varied by agreement with the affected Employees and their Nominated Representative, if any.
- 16.7 For the introduction of major workplace change as defined in Clause 16.2(a), the University will discuss with the Employees affected, and the Union and/or their Nominated Representative, if any, the introduction of the changes referred to above. The University will give prompt consideration to matters raised by the Employees, or their Nominated Representative, in relation to the changes.
- 16.8 Subject to clause 16.11, where the change proposal includes a job loss, before proceeding with a redundancy the University and Employee will discuss and, where possible, implement a relevant measure at [Clause 17.6](#) for Professional Employees or [18.6](#) for Academic Employees, including any other measure agreed between the University and the Employee, with the aim being to maintain the Employee's employment, provided the University is not required to discuss a relevant measure before offering the Employee the opportunity to elect redundancy or the Employee electing an opportunity for redundancy.
- 16.9 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 16.10 Notwithstanding any other provision of this clause, the University is not required to disclose confidential or commercially sensitive information.
- 16.11 The University retains the right to transfer Employees who may be impacted by a significant effect to mitigate the adverse effects of the change. During workplace change where the University is able to identify a position that meets the definition of Suitable Alternative Employment for an Employee, the University is entitled to directly transfer the Employee into this position.

17. REDUNDANCY PROVISIONS – PROFESSIONAL EMPLOYEES

- 17.1 The application of Redundancy will be managed in accordance with this clause and policy procedures established by the University.
- 17.2 For the purpose of this Clause 17, the following definitions will apply:

Decision Making Period means the 4 week period commencing on the date the Employee is notified under Clause 17.5 their job is to be made Redundant.

Job-Search Period means the 12 week period commencing the date following the expiry of the 4 week Decision-Making Period where an Employee does not accept voluntary retrenchment as at Clause 17.10.

Redundancy has the meaning as at Clause 17.4.

Suitable Alternative Employment has the meaning as at [Clause 5](#) – Definitions.

- 17.3 This Clause applies to Ongoing Professional Employees whose employment is terminated for reasons of Redundancy. The Clause does not apply to:
- (a) an Employee whose employment is terminated because of ill-health, misconduct and/or serious misconduct, or unsatisfactory performance; or
 - (b) a Casual Employee; or
 - (c) Employees on Fixed-term Employment; or
 - (d) Employees on a Continuing Contingent Funded Employment (CCFE) contract; or
 - (e) an Ongoing Employee whose period of continuous service with the University is less than 12 months, except that these Employees will be entitled to notice under the NES and on cessation, payment of pro-rata Annual Leave not taken and pro-rata leave loading and mitigation measures at Clause 17.6; or
 - (f) any other Employee who, due to the operation of sections 121, 122 and/or 123 does not have an entitlement to received Redundancy pay under section 119 of the Fair Work Act 2009.

17.4 Redundancy means:
Where the Employee’s employment is terminated at the University’s initiative, because the University no longer requires the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

17.5 The University will notify an Employee whose position is to be made redundant and provide reasons for Redundancy. This notification will commence a 4 week Decision Making Period.

17.6 As soon as is reasonably practicable, the University will meet with the affected Employee to discuss and where possible implement measures to mitigate against the Redundancy. Such measures may include:

- a. Redeployment within the University;
- b. Voluntary Early Retirement;
- c. Voluntary conversion to part time work;
- d. Transfer to another campus;
- e. Retraining,
- f. Any other measure that might be agreed between the University and the Employee.

17.7 Nothing in this Clause prevents the University electing to call for voluntary expressions of interest in Redundancy, and Employees may elect to express their interest in being selected for voluntary retrenchment. The University may, at its discretion, select or decline to accept an Employee’s expression of interest in voluntary Redundancy. The University may, at its discretion make offers to Employees to accept a voluntary retrenchment.

17.8 Where an Employee accepts voluntary retrenchment during the Decision Making Period the Employee’s employment will be terminated and in addition to the Redundancy payment at Clause 17.9 the following conditions will apply:

- (a) the Employee will be advised of the date on which their employment will terminate;
- (b) the Employee may receive a payment for any unused portion of the Decision Making Period; and
- (c) the Employee will receive a payment of \$2500 in recognition of training.

17.9 An Employee who elects voluntary retrenchment or is involuntarily retrenched, will receive on termination of employment the following:

(a)	the Employee’s accrued and pro-rata Annual Leave at the date of retrenchment;
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(b)	the Employee's accrued and pro-rata Long Service Leave entitlements accrued to the date of retrenchment (provided a minimum of 1 years' service has been completed at the date of retrenchment for calculation of Long Service Leave);
(c)	pro-rata Annual Leave loading;
(d)	payment of 4 weeks' pay in lieu of notice, or 5 weeks' pay in lieu of notice where an Employee is over 45 years of age at the time of retrenchment and who has completed at least 2 years of continuous service with the University; and
(e)	3 weeks' salary for each year of continuous service for the first 10 years and 2 weeks' salary for each year of continuous service with the University for all subsequent years, to a maximum of 70 weeks. An Employee with only 1 year and less than 2 years' continuous service with the University will receive 4 weeks' salary.

- 17.10 Following the expiration of the Decision Making Period, and where the Employee has not accepted voluntary retrenchment, the Employee will be subject to a 12 week Job Search Period.
- 17.11 During the 12 week Job Search Period, the University may place an Employee into Suitable Alternative Employment.
- 17.12 If the University is able to obtain other Suitable Alternative Employment for an Employee at a lower level (being no more than one level below the Employee's current level), the University will maintain an Employee's salary for 12 months.
- 17.13 The placement of an Employee into Suitable Alternative Employment under Clause 17 will be reviewed within 3 months. During this period, the University or the Employee may bring the appointment to an end, at which time the Employee's employment will be terminated and the Employee receives the retrenchment payment at Clause 17.9.
- 17.14 If upon expiry of the Job Search Period the Employee has not secured other Suitable Alternative Employment their employment will be terminated and the Employee will be involuntarily retrenched and receive the retrenchment payment at Clause 17.9.
- 17.15 An Employee who obtains Suitable Alternative Employment before the end of the Job Search Period, or who rejects an offer of Suitable Alternative Employment will not be eligible to receive Redundancy pay under this Agreement.
- 17.16 All payments will be calculated on the Employee's salary at the date of cessation of employment and the benefits in this clause are instead of any other notice period, access to a scheme of redeployment or other Redundancy benefit. The Redundancy payment will be calculated on the Employee's average service fraction over the period of continuous service.
- 17.17 An Employee who receives a Redundancy payment is not eligible for re-employment by the University for a period equal to the number of weeks' pay received in relation to Clause 17.9(d) and 17.9(e).

18. REDUNDANCY PROVISIONS – ACADEMIC EMPLOYEES

- 18.1 The application of Redundancy will be managed in accordance with this clause and policy procedures established by the University.

18.2 For the purpose of this Clause 18, the following definitions will apply:

Transition Period means the 8 week period commencing on the date the Employee is notified in Clause 18.5 their job is to be made Redundant.

Redundancy Notice Period means an Employee's defined notice of termination prescribed at Clause 18.11(b), which is in lieu of any other notice period under this Agreement.

Redundancy has the meaning as at Clause 18.4.

Suitable Alternative Employment has the meaning as at [Clause 5](#) – Definitions.

18.3 This clause applies to Ongoing Academic Employees whose employment is terminated for reasons of Redundancy. The clause does not apply to:

- a) an Employee whose employment is terminated because of ill-health, or misconduct and/or serious misconduct, or unsatisfactory performance; or
- b) Casual Employees; or
- c) Employees on Fixed-term Employment; or
- d) Employees on a Continuing Contingent Funded Employment (CCFE) Contract; or
- e) an ongoing Employee whose period of continuous service with the University is less than 12 months except that these Employees will be entitled to notice under the NES and on cessation, payment of pro-rata Annual Leave not taken and pro-rata leave loading and mitigation measures at Clause 18.6; or
- f) any other Employee who, due to the operation of sections 121, 122 and/or 123 does not have an entitlement to received Redundancy pay under section 119 of the Fair Work Act 2009.

18.4 Redundancy means:

Where the Employee's employment is terminated at the University's initiative because the University no longer requires the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

18.5 The University will notify an Employee whose position is to be to be made redundant and reasons for Redundancy. This notification will commence an 8 week Transition Period.

18.6 During the 8 week Transition Period the University will meet with the Employee to discuss, and where possible implement, measures to mitigate against the Redundancy. Such measures may include:

- a. Redeployment within the University;
- b. Voluntary Early Retirement;
- c. Voluntary conversion to part time work;
- d. Transfer to another campus;
- e. Retraining,
- f. Any other measure that might be agreed between the University and the Employee

18.7 Nothing in this clause prevents the University electing to call for voluntary expressions of interest in Redundancy, and Employees may elect to express their interest in being selected for voluntary Redundancy. The University may at its discretion, select or decline to accept an Employee's expression of interest in Redundancy. The University may, at its discretion, make offers to Employees to accept a voluntary Redundancy.

- 18.8 An Employee provided with notification under Clause 18.5 may apply within 2 weeks of the notification to the Senior Deputy Vice-Chancellor or their nominee for a review of the decision.
- 18.9 The Senior Deputy Vice-Chancellor or nominee will review the decision and consider whether the Redundancy is in accordance with Clause 18.4, and will either:
- (a) confirm the notice of Redundancy; or
 - (b) withdraw the notice of Redundancy.
- 18.10 Prior to expiry of the 8 week Transition Period an Employee may elect voluntary Redundancy. In accordance with Clause 18.13, the Employee may also request to work the Redundancy Notice Period.
- 18.11 An Employee who elects voluntary Redundancy or who is involuntarily retrenched will receive on termination of employment the following:

(a)	payment in lieu of any unexpired period of the 8 week Transition Period;
(b)	Redundancy Notice Period payment of 22 weeks in lieu of notice or any unexpired period of the Redundancy Notice Period not worked;
(c)	Redundancy payment of 3 weeks' salary for each year of continuous service for the first 10 years and 2 weeks per year of continuous service for subsequent years of service; An Employee with only one year and less than 2 years continuous service with the University will receive 4 weeks' salary
(d)	payment on a pro-rata basis for Long Service Leave;
(e)	payment of any Annual Leave and any pro-rata leave loading.
Provided that the total possible payment from Clauses 18.11(b) and 18.11(c) combined, will not exceed 70 weeks' payment.	

- 18.12 Following the expiration of the Transition Period, and where the Employee has not accepted voluntary Redundancy, the Redundancy Notice Period as specified at Clause 18.11(b) will be in effect. On providing notice, the University may formally advise the Employee the date their employment will terminate for reasons of Redundancy. Upon termination the Employee will receive payment in accordance with Clause 18.11.
- 18.13 An Employee may request to work all or part of the Redundancy Notice Period at Clause 18.11 (b), and the University may agree, or decline an Employee's request. Where the request is agreed, the Employee upon termination will receive payment in accordance with Clause 18.11 including any unexpired period of the Redundancy Notice Period not worked.
- 18.14 If the University is able to obtain other Suitable Alternative Employment for an Employee at a lower level (being no more than one level below the Employee's current level), the Employee will be entitled to salary maintenance at least equal to the number of weeks of Redundancy and notice that would have applied if the Employee's employment had been terminated at the date of the placement.

- 18.15 All payments will be calculated on the Employee's salary at the date of cessation of employment and the benefits in this clause including the Redundancy Notice Period are instead of any other notice period, access to a scheme of redeployment or other Redundancy benefit. An Employee who has converted from full-time to part-time employment will receive payment based on the full-time salary for service up to the conversion to part-time employment and payment from then on will be based on the part-time salary for the remaining period.
- 18.16 An Employee who receives a Redundancy payment is not eligible for re-employment by the University for a period equal to the number of weeks' pay received in relation to Clauses 18.11(a), 18.11(b) and 18.11(c).

PART E REMUNERATION

19. SALARIES

19.1 The Agreement provides for a salary and proportionate casual rate increase to be paid in instalments as follows:

Effective from the first full pay period on or after	Increase in the rates of pay by
Operational date of this Agreement	4%
1st July 2024	3.5%
1st July 2025	3.5%
1st May 2026	3%

19.2 [Schedule 1 – Salaries and Rates](#), set out and prescribe salary rates under this Agreement.

19.3 [Schedule 4 - Part 1A](#) and [Part 1B](#), set out and prescribe salary rates under this Agreement for Employees engaged within the Survey Research Centre, and Vario Health Clinic.

19.4 Salaries will be paid fortnightly by electronic funds transfer to the credit of an Employee.

20. SUPPORTED WAGE SYSTEM

For Employees who are covered by the Supported Wage System, their remuneration and entitlements are to be determined in accordance with [Schedule 5 – Supported Wage System](#).

21. SALARY PACKAGING

21.1 In accordance with Government legislation and the relevant University policy, eligible Employees may participate in a flexible salary packaging scheme. Under salary sacrificing or packaging schemes, an Employee can agree to take the salary component of the total remuneration as cash salary or select a combination of cash salary and approved benefits to suit the Employee's individual needs. Participation in salary sacrificing or packaging will not affect salary for superannuation purposes or any other purpose.

21.2 Casual Employees may elect to have their salaries salary packaged to superannuation benefits up to a total of 100% of gross salary.

21.3 Salary packaging arrangements will operate at no cost to the University. If legislative or other changes result in a cost to the University arising from the arrangements from this clause, the University may elect to discontinue the arrangements or alter the benefits offered unless the Employee agrees to pay the additional costs.

22. SUPERANNUATION

22.1 The University's nominated default superannuation fund is UniSuper. In the event that an Employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions permitted by law to UniSuper on behalf of the Employee.

- 22.2 The University will make employer superannuation contributions as follows:
- (a) For Ongoing, Fixed-term and CCFE Employees, 17% employer superannuation contributions;
 - (b) For all Casual Employees, the applicable Superannuation Guarantee Contribution (SGC) rate
- 22.3 Members of UniSuper can elect to exercise flexibility in contribution level where that flexibility is provided for in the UniSuper participation agreement, provided:
- (a) the employer superannuation contribution is not less than the SGC rate;
 - (b) any election is paid within the limits of the Employee's Total Employment Remuneration;
 - (c) the elected adjustment is permitted by law; and
 - (d) the adjustment is consistent with the requirements of the superannuation fund.

An Employee may terminate or vary their election once per calendar year.

23. INCREMENTAL PROGRESSION

- 23.1 Eligibility for incremental progression for Academic and Professional Employees, and progression to higher HEW levels in the case of split level positions for Professional Employees, will be based on the satisfactory performance of duty by the Employee.
- 23.2 The date of incremental adjustment of salaries will be:
- (a) the anniversary of the appointment of an Employee (all Employees); or
 - (b) the anniversary of the appointment of an Employee to a vacant position at a higher HEW Level (Professional Employee); or
 - (c) the anniversary of the reclassification of an Employee's position to a higher HEW Level (Professional Employee); or
 - (d) the anniversary of the date of promotion (Academic Employee); or
 - (e) an alternative date agreed between the Employee and the University (all Employees).
- 23.3 The supervisor will review performance of duties with the Employee no later than 1 month before an increment is due.
- 23.4 Following the review, the supervisor will submit an increment report to the Head of Work Unit recommending either the payment or deferral of the increment, and signed by the Employee if in agreement.
- 23.5 Where no report is submitted before the increment date the increment will proceed automatically.
- 23.6 Where deferral of the increment is recommended, the supervisor will:
- (a) identify in writing the reasons for deferment;
 - (b) identify the steps required to improve the performance of the Employee;
 - (c) advise the Employee of their right to reply; and
 - (d) advise the Employee of their right to have the matter reviewed by the Vice-Chancellor or their nominee.
- 23.7 A review request made pursuant to Clause 23.6(d) must be received by the Director, People and Culture no later than 10 working days from the Employee being advised of the deferral of the increment.
- 23.8 The decision to defer an increment will be reviewed within an initial period not exceeding:

- (a) 3 months for a Professional Employee; or
- (b) 6 months for an Academic Employee.

- 23.9 Where a decision to defer an increment is overturned the Employee's increment date will be backdated to the Employee's anniversary date.
- 23.10 Following the review period referred to at Clause 23.8 the University will review the decision to defer the annual increment and provide the Employee with an opportunity to document areas of improved performance.
- 23.11 Where a deferred annual increment is subsequently approved, the payment date will be effective from the date of approval to proceed to the next increment. Thereafter, the annual increment will remain as the original anniversary date.
- 23.12 Where the review of the decision to defer an increment determines that an Employee should not receive an annual increment, such an increment will not be paid for the year. Thereafter, the annual increment will remain as the original anniversary date.

24. APPRENTICES AND TRAINEES

- 24.1 The University may engage Apprentices and Trainees as appropriate to the needs of the University in accordance with Commonwealth and State employment programs. Apprentices and Trainees are in addition to the University's core staffing numbers.
- 24.2 The University may also engage Apprentices and Trainees as appropriated through a Group Training Scheme arrangement whereby an organisation employs Apprentices and Trainees under an apprenticeship/traineeship training contract and places them with host employers.
- 24.3 **Apprentices**

Apprentices directly employed by the University will be paid the following percentages of the agreed 100% base rate for the first step of HEW Level 3 in [Schedule 1 – Part 1](#), under this Agreement:

Non-Adult Apprentices (under 21 years)		Adult Apprentices (21 years or over)	
Year	Percentage	Year	Percentage
First Year	60%	First Year	80%
Second Year	70%	Second Year	85%
Third Year	80%	Third Year	90%
Fourth Year	90%	Fourth Year	95%

24.4 **Trainees**

Training arrangements, conditions and salaries for a Trainee engaged by the University under a Traineeship Agreement registered with the Western Australian Department of Training and Workforce Development or equivalent, will be in accordance with [Schedule 6 – Traineeships](#), under this Agreement.

25. CLASSIFICATION – PROFESSIONAL EMPLOYEES

- 25.1 Professional Employee positions will be classified in accordance [Schedule 2, Part 1](#) of this Agreement. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 25.2 The descriptors at [Schedule 2 - Part 1](#) will be the University's primary classification system.
- 25.3 The HAY job evaluation methodology will be the University's secondary classification system.
- 25.4 The University will have a Reclassification Review Committee (RRC).
- 25.5 The RRC will consist of:
- (a) 1 Employee nominee of the Director People and Culture (with proxies);
 - (b) 1 Employee nominee of the NTEU (ECU Branch), (with proxies); and
 - (c) a Chairperson as agreed.
- A Chairperson as agreed at Clause 25.5(c) means a Chairperson as agreed between the Director, People and Culture, or nominee, and the NTEU (ECU Branch).
- 25.6 No person will serve on the RRC unless they have received relevant training in relation to reclassification matters.
- 25.7 The RRC will meet 4 times per year at regular intervals from February to November.
- 25.8 A reclassification application will be submitted by the Employee or their supervisor to the People and Culture Services Centre (PCSC) for assessment which may include HAY evaluation. A full reclassification report including recommendations will be compiled by the PCSC.
- 25.9 Where an application results in an PCSC recommendation to reclassify the position, the date of operation will be the first pay period after the date on which the application was made, unless the PCSC determines an earlier date is appropriate.
- 25.10 Where an application is unsuccessful, a re-assessment of the position (other than by an appeal) will not occur for at least 12 months, (from the date classification action commenced), unless:
- (a) there is a significant change in the duties of the position, as agreed between the supervisor and the incumbent; or
 - (b) the University initiates such a review.
- 25.11 Where the classification of a position is downgraded, it will not adversely affect the salary or salary range applicable to the Employee. The Employee and the supervisor will be provided with written reasons for the decision.
- 25.12 Where a decision is taken not to approve the application for reclassification, the Employee and the supervisor will be provided with written reasons for the decision.
- 25.13 An Employee whose application is unsuccessful may lodge an appeal with the RRC stating the grounds on which the appeal is based. The appeal must be lodged within 14 days of receiving notification from PCSC of the decision.
- 25.14 The RRC will consider the appeal, taking into account the original reclassification determination, and will make a decision within 14 days of the RRC meeting.

- 25.15 The RRC decision will be final except to the extent that any court or tribunal can determine the matter.
- 25.16 Any determination made under Clause 25.13 will be effective from the pay period following the date of receipt of the reclassification application.
- 25.17 The University will retain the right to determine:
- (a) the title or classification of any new or vacant position;
 - (b) the title or organisational structure for any current position or groups of positions; and
 - (c) the criteria for appointment or promotion to any position or groups of positions.

26. EMPLOYEE FUNDED ADDITIONAL LEAVE

- 26.1 Employee Funded Additional Leave is defined as the Purchased Leave Scheme at Clause 26.2, and the Deferred Salary Scheme at Clause 26.3, which are Employee funded leave arrangements, which are in addition to their normal paid leave entitlements.

26.2 *Purchased Leave Scheme*

- 26.2.1 Subject to operational requirements Employees may apply to the Purchased Leave Scheme, to purchase additional leave of up to 8 weeks per year, in accordance with University policies, procedures and administrative arrangements.
- 26.2.2 At the time of applying to the Purchased Leave Scheme an Employee must not have an excess Annual Leave balance and/or a Long Service Leave balance, and within their application demonstrate how leave will be cleared during the Purchased Leave Period.
- 26.2.3 Leave purchased under the Scheme will be applied for and taken in blocks of 1 week minimum, in return for a pro-rata reduction in annual salary that is averaged over a 12 month purchase period.
- 26.2.4 The minimum salary payable to the Employee under this Agreement is also adjusted on a pro rata basis for the Purchased Leave Period. Purchased Leave must be paid for in full within the same year in which it is approved.
- 26.2.5 Leave purchased under the Scheme must be used by the expiry of the Purchased Leave Period and will lapse at that time. Any outstanding monies will be reconciled and the Employee's salary will be adjusted accordingly.
- 26.2.6 Leave purchased will count as service for all purposes. Personal Leave or any other paid leave will be paid at the reduced rate.
- 26.2.7 During the Purchased Leave Period an Employee's superannuation contributions will reduce to the level based on their actual salary for that year. If the Employee wishes to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining both the notional full-time rate for the Employee's and the employer's contribution.
- 26.2.8 If the Employee's employment terminates before the Purchased Leave Period expires, or the arrangement is terminated, the Employee will be entitled to pay in lieu of the Purchased Leave not taken. Any Purchased Leave taken by the Employee and not paid for will be recovered by the University.

26.2.9 Employees automatically revert to their normal salary at the end of the Purchased Leave Period, unless approval is obtained for a subsequent Purchased Leave Scheme arrangement.

26.3 *Deferred Salary Scheme*

26.3.1 Subject to operational requirements an Employee may apply to work within the parameters of a Deferred Salary Scheme arrangement, in accordance with University policies, procedures and administrative arrangements.

26.3.2 At the time of applying for a Deferred Salary Scheme arrangement an Employee must not have an excess Annual Leave balance and/or a Long Service Leave balance.

26.3.3 A Deferred Salary Scheme arrangement requires the Employee to complete 4 years continuous service paid at 80% of their salary, to be followed by 1 year's deferred leave paid fortnightly proportionate to the total salary deferred over the period. This provision does not apply to Employees in the Scheme prior to the operation of this Agreement.

26.3.4 The period of deferred leave taken in accordance with Clause 26.3.3 will not constitute a break in service and will count as service for all purposes. However the leave will not count as service for salary increments.

26.3.5 If the Employee's employment terminates prior to completing the required period, or the arrangement is terminated, the Employee will receive a lump sum payment of salary foregone to that time but will not be entitled to an equivalent absence from duty.

26.3.6 The following breaks in service will not be considered withdrawal from the Deferred Salary Scheme, they will be deemed to be non-participatory periods:

- (a) Secondments where the outside organisation pays; and/or
- (b) Leave Without Pay; and/or
- (c) Personal Leave without pay greater than 3 months; and/or
- (d) Parental Leave.

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

26.3.8 Periods deemed to be participatory include:

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

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

26.3.10 Where it is no longer possible to offer the Deferred Salary Scheme under legislative requirements, the scheme will cease with effect from that date.

27. HIGHER DUTIES ALLOWANCE (HDA) – PROFESSIONAL EMPLOYEES

- 27.1 An Employee who accepts an offer by the University to act in a higher classified position for a period of 5 consecutive working days or more will be paid a Higher Duties Allowance (HDA)
- 27.2 A HDA will be based on the difference between the Employee's salary and the minimum salary of the higher classified position.
- 27.3 The HDA will be increased using the incremental range of the higher position, where such a range exists:
- (a) if the Employee acts in a higher position for 12 consecutive months; or
 - (b) if the Employee acts in a higher position for a total of 12 months over a period of 18 consecutive months.

PART F DISCIPLINARY ACTION

28. MANAGEMENT OF UNSATISFACTORY PERFORMANCE - ACADEMIC EMPLOYEES

- 28.1 This clause does not apply to a Casual or Probationary Period Employee.
- 28.2 The University will manage and address issues of unsatisfactory performance in accordance with this clause and its procedures.
- 28.3 Where a supervisor is of the view that the Employee's performance is unsatisfactory, the supervisor will counsel the Employee on the nature of the improvement required and the time within which reasonable improvement can be expected.
- 28.4 The supervisor may direct the Employee to undertake any reasonable action to improve their performance within the required timeframe, including participation in professional development activities.
- 28.5 Where the measures taken to assist the Employee to improve their performance are not successful, the supervisor will make a formal report to the Vice-Chancellor. The report will detail aspects of the Employee's performance considered unsatisfactory, and the measures taken to assist the Employee improve their performance within a reasonable period of time.
- 28.6 The Employee will be provided with a copy of the supervisor's report, and will have within 10 working days of receipt of the report to submit a written response.
- 28.7 The Vice-Chancellor or nominee will consider the supervisor's report and the Employee's response, and will satisfy himself or herself that the process outlined in this clause has been followed, and that a reasonable period of time was afforded to the Employee to improve their performance.
- 28.8 The Vice-Chancellor or nominee will then decide on the appropriate course of action, including:
- a. taking no further action; or
 - b. referring the matter back to the supervisor to ensure that the process outlined in this clause has been followed; or
 - c. taking appropriate disciplinary action as set out at (a) to (c) of Clause 28.16; or
 - d. the taking of other disciplinary action.
- 28.9 The Vice-Chancellor or nominee will advise the Employee in writing of any decision made.
- 28.10 Where a decision under Clause 28.8(d) is made the Employee may, within 5 working days of receipt of this advice, make a written request for a review of the decision.
- 28.11 Where a request is made under Clause 28.10, an Unsatisfactory Performance Review Committee will convene within 10 working days where practicable.
- 28.12 The Committee will consist of University Academic Employees being:
- a. an Employee chosen by the Vice-Chancellor or nominee;
 - b. an Employee chosen by the NTEU (ECU Branch); and
 - c. a Chairperson as agreed.

- 28.13 The terms of reference of the Unsatisfactory Performance Review Committee is to report findings of fact relating to the alleged unsatisfactory performance, including whether any mitigating circumstances are evident, if a reasonable period of time was afforded to the Employee to improve their performance, and if the sanction imposed is, or is not appropriate.
- 28.14 The Committee will provide their report to the Vice-Chancellor and to the Employee as soon as practicable.
- 28.15 On receipt of the Committee's report the Vice-Chancellor or nominee will determine what disciplinary action, if any, is to be taken. The Employee will be advised in writing of the decision.
- 28.16 Disciplinary action under this clause may include:
- a. Counselling.
 - b. Formal censure.
 - c. Withholding of a salary step for 1 year.
 - d. Demotion by one or more salary steps.
 - e. Demotion by one or more classification levels.
 - f. Termination of employment.
- 28.17 An Employee whose employment is terminated under this clause is entitled to a 4 month notice period or, at the discretion of the University, payment in lieu of this notice period.
- 28.18 The decision of the Vice-Chancellor or their nominee will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

29. MANAGEMENT OF MISCONDUCT AND/OR SERIOUS MISCONDUCT

29.1 Academic Employees Only

- 29.1.1 This clause does not apply to a Casual or Probationary Employee.
- 29.1.2 All Employees 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.
- 29.1.3 The University will manage and address allegations of misconduct and/or serious misconduct in accordance with its procedures. Unless the University has escalated a matter to the relevant Line Executive, a Line Manager will normally deal with alleged matter(s) into Misconduct and/or Serious Misconduct.
- 29.1.4 Misconduct means unsatisfactory conduct and includes, but is not limited to:
- (a) negligence in the performance of an Employee's duties; or
 - (b) refusal to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or
 - (c) any breach of the University's Code of Conduct.
- 29.1.5 Serious Misconduct means conduct of a kind including but not limited to:
- (a) conduct that would justify summary dismissal at law; or
 - (b) wilful or deliberate behaviour that is inconsistent with the continuation of an Employee's employment; or

- (c) conduct that causes an imminent and serious risk to:
 - (i) the health and safety of a person, animals, or the environment; or
 - (ii) the reputation, viability or profitability of the University, except where the Employee can demonstrate that their conduct was consistent with the provisions of Intellectual Freedom as described in [Clause 58](#); or
 - (d) the Employee in the course of employment engaging in sexual harassment; or
 - (e) repeated Misconduct.
- 29.1.6 Where an Employee is alleged to have engaged in misconduct and/or serious misconduct, and the Line Manager is of the view the matter is minor they may discuss the conduct with the Employee and seek to resolve the matter through guidance, counselling or other appropriate action. If the University decides the matter is satisfactorily resolved, no further action under this Clause is required and the Employee is notified accordingly.
- 29.1.7 If the matter is unresolved and the Line Manager is of the view the alleged matter(s) amount to Misconduct and/or Serious Misconduct they will document reasons and provide a report to the Vice-Chancellor and the Employee. The Employee will have, within 10 working days of receipt of the report, an opportunity to provide a written response.
- 29.1.8 Any time during this process the Employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 29.1.9 Where the Employee admits the allegation(s) in part or full, or does not respond to the report, the Vice-Chancellor or their nominee will determine what disciplinary action, if any, is to be taken.
- 29.1.10 If the Employee denies the allegation(s) the Vice-Chancellor or their nominee will consider the report and the Employee's written response, if any and will:
 - (a) take no further action; or
 - (b) determine appropriate disciplinary action as set out at (a) to (c) of Clause 29.1.19; or
 - (c) determine other disciplinary action.
- 29.1.11 The Vice-Chancellor or nominee will advise the Employee in writing of any decision made.
- 29.1.12 Where a decision under Clause 29.1.10(c) is made, the Employee may, within 5 working days of receipt of this advice, make a written request for a review of the decision.
- 29.1.13 Where a request is made under Clause 29.1.12, a Misconduct Committee will convene within 10 working days where practicable.
- 29.1.14 The Misconduct Committee will consist of University Academic Employees being:
 - (a) An Employee chosen by the Vice-Chancellor or nominee;
 - (b) An Employee chosen by the NTEU (ECU Branch); and
 - (c) A Chairperson as agreed.
- 29.1.15 The terms of reference of the Misconduct Committee is to report findings of fact relating to the alleged Misconduct and/or Serious Misconduct, including whether any mitigating circumstances are evident, and if the sanction imposed is, or is not appropriate.
- 29.1.16 The Committee will provide their report to the Vice-Chancellor and to the Employee as soon as practicable.

- 29.1.17 On receipt of the Committee's report the Vice-Chancellor or nominee will determine what disciplinary action, if any, is to be taken. The Employee will be advised in writing of the decision.
- 29.1.18 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for Serious Misconduct.
- 29.1.19 Disciplinary action under this clause may include:
- (a) Counselling.
 - (b) Formal censure.
 - (c) Withholding of a salary step for 1 year.
 - (d) Demotion by one or more salary steps.
 - (e) Demotion by one or more classification levels.
 - (f) Termination of employment.
- 29.1.20 Where an Employee has been suspended without pay, any lost income will be reimbursed if it is found that there was no Misconduct and/or Serious Misconduct.
- 29.1.21 The decision of the Vice-Chancellor or their nominee will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

29.2 Professional Employees

- 29.2.1 This clause does not apply to a Casual or Probationary Employee.
- 29.2.2 All Employees 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.
- 29.2.3 The University will manage and address allegations of Misconduct and/or Serious Misconduct in accordance with its policies and procedures. Unless the University has escalated a matter to the relevant Line Executive, a Line Manager will normally deal with alleged matter(s) into Misconduct and/or Serious Misconduct.
- 29.2.4 Misconduct means unsatisfactory conduct and includes, but is not limited to:
- (a) negligence in the performance of an Employee's duties;
 - (b) refusal to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or
 - (c) any breach of the University's Code of Conduct.
- 29.2.5 Serious Misconduct means conduct of a kind including but not limited to:
- (a) conduct that would justify summary dismissal at law; or
 - (b) wilful or deliberate behaviour that is inconsistent with the continuation of an Employee's employment; or
 - (c) conduct that causes an imminent and serious risk to:
 - (i) the health and safety of a person, animals, or the environment; or
 - (ii) the reputation, viability or profitability of the University, except where the Employee can demonstrate that their conduct was consistent with the provisions of Intellectual Freedom as described in [Clause 58](#); or
 - (d) the Employee in the course of their employment engaging in sexual harassment; or
 - (e) repeated Misconduct.

- 29.2.6 Where an Employee is alleged to have engaged in Misconduct and/or Serious Misconduct and the Line Manager is of the view the matter is minor, they may discuss the conduct with the Employee and resolve the matter through guidance, counselling or other appropriate action. If the University decides the matter is satisfactorily resolved, no further action under this Clause is required and the Employee is notified accordingly.
- 29.2.7 If the matter is unresolved and the Line Manager is of the view the alleged matter(s) amount to Misconduct and/or Serious Misconduct, they will document reasons and provide a report to the Vice-Chancellor and the Employee. The Employee will have, within 10 working days of receipt of the report, an opportunity to provide a written response.
- 29.2.8 At any time during this process the Employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 29.2.9 Where the Employee admits the allegation(s) in part or full, or does not respond to the report, the Vice-Chancellor or their nominee will determine what disciplinary action, if any, is to be taken.
- 29.2.10 If the Employee denies the allegation(s) the Vice-Chancellor or their nominee will consider the report and the Employee's written response, if any, and whether the actions of the Employee amount to Misconduct and/or Serious Misconduct, and will determine what disciplinary action, if any, is to be taken.
- 29.2.11 The Vice-Chancellor or nominee will advise the Employee in writing of any decision made.
- 29.2.12 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for Serious Misconduct.
- 29.2.13 Disciplinary action under this clause may include:
- (a) Counselling.
 - (b) Formal censure.
 - (c) Withholding of a salary step for 1 year.
 - (d) Demotion by one or more salary steps.
 - (e) Termination of employment.
- 29.2.14 Where an Employee has been suspended without pay, any lost income will be reimbursed if it is found that there was no Misconduct and/or Serious Misconduct.
- 29.2.15 All actions of the Vice-Chancellor or their nominee will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

PART G HOURS OF WORK – PROFESSIONAL EMPLOYEES

30. HOURS OF WORK

- 30.1 Except where otherwise stated in this Agreement, including but not limited to [Clause 31.4 – Shift Work Rosters](#) and [Schedule 4, Part 2 Security Officers](#) the ordinary hours of work will be 37.5 per week, Monday to Friday, to be worked in one period of 7.5 hours per day, exclusive of a meal break.

An Employee will not be required to work more than 5 consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.

- 30.2 The daily span of hours for Professional Employees shall be from 6.00 am to 7.00 pm.
- 30.3 Notwithstanding Clauses 30.1 and 30.2 an Employee’s hours of work may be varied in accordance with an arrangement under [Clause 59 – Flexibility Term](#), and any other agreed working arrangement including:
- (a) [Clause 36](#), Annualised Hours Arrangement; and
 - (b) a Flexible Working Hours Arrangement consistent with Clause 30.4 and University policy.

30.4 Flexible Working Hours Arrangement

30.4.1 Where the Head of the Work Unit deems it practicable, Employees may work an agreed flexible working hours arrangement provided the arrangement is consistent with Clause 30.4 and University policy as amended from time to time.

30.4.2 A flexible work arrangement will not alter the ordinary number of hours the Employee is contracted to work, and will not attract any overtime, shift or other additional payment.

30.4.3 Subject to [Clause 31 – Shift Work](#), [Clause 32 - Weekend Work](#), and [Clause 33– Overtime](#), hours worked outside the agreed arrangement will be subject to the relevant overtime and shift provisions.

30.4.4 Any flexible working arrangement must be agreed by the University and the Employee and set out in writing.

31. SHIFT WORK

31.1 Definitions

Afternoon Shift means a shift commencing at or after 12 noon and finishing after 6.00 pm and at or before midnight.

Day Shift means a shift commencing at or after 6.00 am and finishing at or before 7 pm.

Night Shift means a shift commencing at or after 6.00 pm and that finishes after midnight but before 8.01 am.

Shift Worker means a Professional Employee who is required to undertake shift work in accordance with a shift roster that may alternate from day to afternoon to night shifts on a continuous basis and is formally engaged by the University on shift work.

A Seven Day Shift Worker means, for the purpose of the additional week of leave provided by the [NES](#), a 7-day Shift Worker who is regularly rostered to work on Sundays and Public Holidays where shifts are continuously rostered 24 hours a day, 7 days a week.

31.2 Shift Penalty Rates

31.2.1 Subject to Clause 31.4 – Rosters, a Shift Worker will be paid the following penalty rates for all ordinary hours worked during the following periods:

Shift	Penalty Rate % of Minimum Hourly Rate
Afternoon and Rotating Night	115%
Non-rotating Night	130%
All shift work on a Saturday	150%
All shift work on a Sunday	150%

31.2.2 The penalty rates within Clause 31 and [Clause 33 Overtime](#) are not cumulative. Where an Employee is entitled to more than one penalty rate, the Employee will be entitled to the highest single penalty rate.

31.3 Leave

- (a) A Shift Worker, except a Seven Day Shift Worker, who is rostered to work any combination of 11 or more weekend days or Public Holidays in a year will receive an additional 5 working days of annual leave.
- (b) A Shift Worker who is regularly rostered to work Public Holidays and who is not required to work on a particular public holiday by virtue of the fact that such a day is their rostered day off, will have an additional day of leave in lieu to be taken within the following 12 months.
- (c) A Seven Day Shift Worker will receive an additional week of leave (i.e., 5 working days) provided by the NES, where they are regularly rostered to work on Sundays and Public Holidays where shifts are continuously rostered 24 hours a day 7 days a week

31.4 Rosters

- (a) A Full-time Shift Worker will work a 75 hour fortnight, exclusive of meal breaks. A shift will be continuous, other than for meal breaks, and no more than 10 shifts, of 7.5 hours' duration, provided that the duration of a shift can be altered by agreement between the Shift Worker and the University.
Whenever an agreed alteration to the number of hours per shift has occurred then the shift penalty rate will be varied on a pro-rata basis to reflect any variation.
- (b) Work performed by a Shift Worker in excess of ordinary hours or on their rostered day off will be paid for in accordance with [Clause 33 - Overtime](#).
- (c) A Shift Worker may be rostered to work on any of the 7 days of the week provided that in any roster period no more than 6 consecutive days will be rostered.
- (d) The roster period will align with the University's payroll cycle and the definitions in Clause 31.1 of this Agreement. Rosters will be available to a Shift Worker at least 3 clear working days prior to the commencement of the roster.

- (e) If a roster is altered, the Shift Worker will be provided with at least 24 hours' notice of a changed shift.
- (f) A Shift Worker will not be rostered for duty until at least 10 hours have elapsed from the time their previous shift ended. If a Shift Worker is recalled to duty without a 10 hour break they will be paid at overtime rates until such time as a 10 hour break can be taken.
- (g) A Shift Worker will not be retained permanently on 1 shift unless they so elect in writing.

32. WEEKEND WORK

32.1 Weekend Work means work performed on a Saturday or Sunday.

- a. Work performed by Professional Employees on a Saturday or Sunday that is part of their normal working week will be paid at the ordinary rate of pay, plus a Weekend loading of 50% for all hours worked on a Saturday or Sunday.
- b. A Professional Employee who is required by the University, and agrees to work on a Saturday or Sunday, which is not part of their normal working arrangement will be paid the ordinary rate plus a Weekend loading of 50% for all hours worked on a Saturday or Sunday.
- c. Notwithstanding Clause 32.1 (b), work performed in excess of 37.5 hours per week will be paid at the appropriate Overtime rate at [Clause 33](#).

32.2 Exclusions

This clause does not apply to Employees covered by [Clause 31 \(Shift Work\)](#), or [Schedule 4 Part 1](#) or [Part 2](#).

33. OVERTIME

33.1 Application

Subject to [Schedule 4, Part 2](#) – Security Officers, all work performed by an Employee that is authorised by the Head of Work Unit or nominee:

- (a) that is in excess of 37.50 hours per week, Monday to Sunday inclusive; or
- (b) on a Public Holiday; or
- (c) beyond the span of hours prescribed elsewhere in this Agreement

will be classed as Overtime, subject to Clause 33.3 and will be paid for at the hourly rate prescribed by Clause 33.2.

33.2 Payment of Overtime or Calculation of TOIL

33.2.1 Subject to Clauses [30.4](#), 33.3, 33.4, 33.5 and 33.6 payment for authorised Overtime worked or calculation of TOIL will be in accordance with this clause and will be made at the following rates:

Days Worked	Overtime Rate
Monday to Friday	Base rate plus 50% for the first 3 hours and base rate plus 100% thereafter.
Saturday	Base rate plus 50% for the first 3 hours and base rate plus 100% after the first 3 hours or 12 noon whichever is the earlier, thereafter.
Sunday	Base rate plus 100%.
Public Holiday	Base rate plus 150% for Overtime worked during normal hours of work. Hours in excess of or outside normal working hours 250%.

33.2.2 Subject to Clause 33.5, a Higher Duties Allowance will be included when Overtime is worked on duties for which this allowance specifically applies.

33.2.3 Casual work performed beyond the span of hours, or on Saturdays, Sundays, and Public Holidays, where authorised, will be paid the Overtime rates at clause 33.2.1, except:

- (a) the casual loading will not be paid for Overtime hours worked; and
- (b) will not be compensated as TOIL under clause 33.4.
- (c) where a casual Employee is paid overtime under this clause, the Employee will not be eligible (or paid) the loading in [Clauses 32.1](#) (a) and/or (b) Weekend Work of this Agreement.

33.3 Exceptions

The University can request that an Employee work reasonable Overtime and the Employee may refuse a request to work additional hours or Overtime where any such request would be unreasonable, having regard to:

- (a) the Employee's personal circumstances, including any family responsibilities;
- (b) the notice (if any) given by the University of the additional hours or Overtime and by the Employee of their intention to refuse it.
- (c) any risk to the Employee's health and safety;
- (d) the operational needs of the workplace and the University; or
- (e) any other relevant matter.

33.4 Time off in Lieu (TOIL) of Overtime

Overtime worked in accordance with this clause may, where there is prior agreement between the Employee and their Supervisor, be compensated by Time off in Lieu (TOIL).

TOIL will be calculated in the manner prescribed by Clause 33.2. If an Employee is unable to take TOIL within 6 months of working the Overtime the University will pay the Employee the accrued TOIL and will pay any outstanding TOIL upon termination of employment.

33.5 Eligibility

The payment of Overtime, including the calculation of TOIL, at Clause 33.2 does not apply if the Employee's classification level or Higher Duties Allowance is higher than HEW Level 7, unless otherwise decided by the University.

33.6 Part-time Employees

33.6.1 A Part-time Employee who consents to working additional hours will be paid at their normal hourly rate.

33.6.2 Subject to Clause 33.5 a Part-time Employee becomes entitled to Overtime where they have worked in excess of 37.50 hours in a week or 7.50 hours in a day.

33.7 Ten Hour Break

33.7.1 Whenever practicable, Overtime will be arranged so that the Employees have at least 10 hours break off duty between the end of one period of duty and the beginning of the next, without loss of pay for ordinary time occurring during such breaks.

33.7.2 If the University authorises the Employee to return to work without having the required break, the Employee will be paid their base rate plus 100% until they are released from duty.

34. ON-CALL

34.1 Definitions

On-call means an instruction to an Employee to be immediately contactable by phone and ready to return to duty outside their ordinary hours of work, either at their residence or away from such place of residence.

34.2 (a) An Employee who is required to be On-call will receive an allowance calculated using the following formula for each hour or part thereof of the period of On-call duty:

18.75% of the HEW 4.2 hourly rate.

(b) An Employee who has received an instruction to be "On-call" on:

- Christmas Day; or
- Boxing Day; or
- New Year's Day

will receive an allowance calculated using the following formula for each hour or part thereof of the period of On-call duty:

37.5% of the HEW 4.2 hourly rate.

34.3 An Employee who is On-call will be provided with a mobile telephone or other electronic device(s), or reimbursement of work-related telephone expenses.

34.4 If an Employee during the On-call period is required to return to duty the Employee will receive an Overtime payment in accordance with [Clause 33](#), in addition to the On-call allowance:

(a) for each half hour or part thereof worked; and

(b) for time spent travelling to and from the place at which the work duties are performed.

34.5 Minimum payment provisions under [Clause 35](#) – Call Out do not apply to an Employee who is On-call.

35. CALL OUT

35.1 Call out with Notice

- 35.1.1 An Employee who is given at least 24 hours' notice by the University of a requirement to return to duty outside his or her usual working hours will be entitled to an Overtime payment, in accordance with [Clause 33](#) – Overtime:
- (a) on a weekday, for a minimum of one and one half hours; and
 - (b) on a Saturday, Sunday or Public Holiday, for a minimum of 3 hours.
- 35.1.2 The minimum payment period will not apply where:
- (a) it is customary for the Employee to return to the place of duty to perform a specific job outside the prescribed hours of duty; or
 - (b) the Overtime is continuous, except for any meal break, with the completion or commencement of prescribed hours of duty; or
 - (c) the Employee was required to be On-call.
- 35.1.3 Each return to duty period will stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.
- 35.2 Call Out Without Notice
- 35.2.1 An Employee who is required by the University, without prior notice, to return to duty outside his or her normal work hours will be entitled to an Overtime payment for a minimum of 3 hours in accordance with [Clause 33.2](#).
- The Employee will not be obliged to work for the minimum period if the work is completed in less time.
- 35.2.2 Each return to duty period will stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.
- 35.2.3 Time spent in travelling to and from the place where the Employee is actually recalled to duty will be included in the Overtime payment.

36. ANNUALISED HOURS ARRANGEMENT (AHA)

- 36.1 An Annualised Hours Arrangement (AHA) is a flexible work arrangement under which Employees work a yearly quota of hours instead of hours per week.
- 36.2 Notwithstanding anything contained in this Agreement, where mutually agreed the University and an Employee may enter into any flexible employment arrangement that is mutually convenient.
- 36.3 The total annual ordinary hours of an AHA are to be mutually agreed and expressed by written agreement.
- 36.4 The agreed ordinary hours inclusive of the Annual Leave entitlement will be identified as those hours between the Employee and the University, but not exceeding 1950 hours in any one year and in any event no Employee on an AHA may work more than:
- (a) 48 hours per week, and
 - (b) 384 hours over an 8-week cycle; and
 - (c) 6 consecutive shifts per week.

- 36.5 Employees on an AHA are entitled to receive the leave entitlements of a Full-time Employee on a pro-rata basis determined by the number of annualised ordinary hours required to be worked by the Employee within the year.
- 36.6 The Employee will be paid an annualised salary averaged over the AHA period. The total number of annualised ordinary hours worked plus pro-rata annual leave entitlement are calculated to determine the annual salary. Where applicable the annualised salary may also incorporate an amount calculated for allowances and penalty rates in respect of the annualised ordinary hours.
- 36.7 An AHA Employee will be eligible for Overtime in the same manner as a Full-time Employee. There is no accrual of leave entitlements in respect of Overtime hours.
- 36.8 Where in any year, an Employee works in excess of the agreed number of ordinary hours of their AHA, they will receive payment for the approved additional ordinary hours. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
- 36.9 The University and the Employee may agree to alter the AHA. If the AHA is altered a reconciliation in respect of salary and hours will need to be made based on the date the change takes effect.
- 36.10 If the Employee ceases employment before the end of the agreed AHA period, the hours already paid must be reconciled against the hours worked to calculate any overpayment or underpayment of salary. Arrangements will then be made for extra payment, or to obtain repayment from the Employee, as appropriate under [Clause 15](#) – Deductions from Salary.

Part H LEAVE

37. ANNUAL LEAVE

- 37.1 A Full-time Employee is entitled to 20 working days Annual Leave on full pay for each year of service (or the pro rata equivalent for Part-time Employees). Annual Leave will be calculated on a calendar year basis commencing on January 1 in each year and will be credited one year in advance on this date.
- 37.2 An Employee who is first appointed from a date after January 1 will be entitled to pro-rata Annual Leave for continuous service to December 31 of that year. Such leave will be credited in advance on the date of commencement.
- 37.3 Annual Leave may be taken at any time during the year, subject to the approval of the University.
- 37.4 Annual Leave must be taken prior to January 31 of the year after it falls due, subject to operational requirements of the relevant Work Unit and where it is reasonable to do so. Where leave is carried over the Employee and Head of Work Unit will agree on when this leave will be taken to avoid excess accrued Annual Leave.
- 37.5 If an Employee 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.
- 37.6 Where accrued Annual Leave equals or exceeds 30 days leave or equivalent hours (or the pro rata equivalent for Part-time Employees) the Employee may be requested to submit a leave plan to reduce accrued leave to below 30 days at a mutually agreeable time within 12 months.
- 37.7 If no leave plan is submitted within 4 weeks of issuing a notice the Head of Work Unit can direct the Employee by providing 8 weeks' notice to take leave of up to 20 days over the following 6 months or the amount of leave required to reduce the balance of accrued leave to below 30 days over the following 12 months, where it is reasonable to do so.
- 37.8 Cashing out of Annual Leave
- 37.8.1 An Employee who has accrued more than 20 days Annual Leave may make an application to the Director People and Culture or nominee to cash out Annual Leave on reasonable grounds, including financial hardship, subject to retaining a balance of no less than 20 days Annual Leave after such cashing out.
- 37.8.2 Any Annual Leave cashed out by an Employee will be paid in the full amount that would have been payable to the Employee had the Employee taken the period of leave being cashed out.
- 37.9 Where an Employee ceases employment before the accrual of any Annual Leave already taken, the University will recover the value of the unearned pro-rata portion, calculated using the salary rate as at the date the leave was taken. No recovery will occur in the event of the death of the Employee.
- 37.10 Payment of the base salary instead of Annual Leave will be made for any entitlement to Annual Leave accrued but not taken on termination. Where termination of employment is due to the Employee's death, such payment will be made to the Employee's estate.
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37.11 If the period during which an Employee takes Annual Leave includes a University observed Public Holiday prescribed in [Clause 50.1](#), the Employee is entitled to the Public Holiday and will not be on Annual Leave.

37.12 Annual Leave Loading

37.12.1 Annual Leave loading will be paid at a rate of 17.5% of the Employee's ordinary rate of pay up to the limit of payment equal to the Australian Statistician's average weekly earnings for all males (Australia) for the most recently published data from the Australian Bureau of Statistics. Payment of the Annual Leave loading will occur on a payday in December.

37.12.2 Leave loading will be paid on a maximum of 4 weeks' Annual Leave at the current salary, pro-rata for Part-time Employees, or 5 weeks in the case of a Shift Worker who is granted an additional week's leave.

37.12.3 A pro-rata payment of leave loading will be made for any current year entitlement to Annual Leave accrued but not taken on termination. Where termination of employment is due to the Employee's death, such payment will be made to the Employee's estate.

38. LONG SERVICE LEAVE (LSL) – PROFESSIONAL EMPLOYEES ONLY

38.1 Full-time and Part-time Employees will be entitled to Long Service Leave (LSL) on the following basis:

Employee's Employment Commencement Date with ECU	Period of Continuous Service for Accrual of 13 Weeks LSL	Subject to Clause 38.2 Period of Continuous Service for Subsequent LSL Accrual
On or before 10 June 1996	7 years	7 years
After 10 June 1996, but before 16 February 2010	10 years	7 years
On or after 16 February 2010	7 years	7 years

38.1.1 Where the Employee was employed on or before 10 June 1996 with an entitlement to accrue 13 weeks' LSL on the completion of 10 years' Continuous Service, they will be entitled to accrue 13 weeks' LSL on a pro-rata basis of 10 years to 25 February 1994. All time accrued after that date will be on the basis of the qualifying period of 7 years' Continuous Service.

38.1.2 Where the Employee was employed after 10 June 1996 but before 16 February 2010, they will accrue LSL for the period of Continuous Service between those two dates at the rate of 13 weeks after 10 years' service, but from 16 February 2010 they will accrue LSL at the rate of 13 weeks after 7 years' Continuous Service.

38.1.3 The University will recognise service with other tertiary or public sector institutions for the purposes of attaining the first entitlement to LSL following employment at the University, subject to appropriate funds being provided to the University and/or reciprocal arrangements having been made.

38.1.4 LSL will continue to accrue during any period of LSL taken by an Employee.

38.1.5 A Part-time Employee has the same entitlement to LSL as Full-time Employees, with their entitlement calculated on a pro-rata basis according to any variations to the hours worked during the Continuous Service accrual period.

38.2 Subsequent Accruals

38.2.1 Except as otherwise provided for in this clause, following the first qualifying period an Employee will be entitled to an additional 13 weeks' LSL on full pay after each period of 7 years of Continuous Service. For the purposes of Clause 38.3.6, additional accrual will be after a further 3 and a half years of Continuous Service.

38.2.2 An Employee who has completed the first qualifying period of service, and has cleared the LSL entitlement, may take pro-rata LSL after a further 3 and a half years of Continuous Service. The Employee's entitlement to LSL will reduce proportionate to any amount of pro-rata LSL taken.

38.3 Taking of LSL

38.3.1 LSL may be taken as:

- (a) 13 weeks on full pay after the relevant qualifying period and may be taken in blocks of no less than 1 week; or
- (b) twice the period of LSL on half pay after the relevant qualifying period, in blocks of no less than 2 weeks; or
- (c) half the period of LSL on double the pay after the relevant qualifying period, in blocks no less than 1 week; or
- (d) in other periods as may be agreed between the University and the Employee.

38.3.2 LSL will be taken at a time chosen by the Employee subject to the approval of the Head of Work Unit.

38.3.3 An Employee who has accrued 19 weeks or more LSL may be required, on 3 months' written notice, to reduce their accrued LSL to a balance of no greater than 6 weeks accrued LSL.

38.3.4 If an Employee fails to make arrangements in accordance with Clause 38.3.3 to reduce their accrued LSL, the Line Manager may provide the Employee with 12 months' written notice, to take their LSL at a time determined convenient to the University. The Employee's balance will then be reduced to 6 weeks accrued LSL.

38.3.5 Where an Employee has entered into a pre-retirement arrangement, or where alternative arrangements between the Employee and the University have been agreed to, they will not be required to take LSL within 2 years of their agreed date of retirement.

38.3.6 Subject to the approval of the Vice-Chancellor, an Employee who has an accrued LSL of greater than 13 weeks may apply to convert accrued LSL to an equivalent monetary value in lieu of accrued LSL, provided the Employee retains 13 weeks of accrued LSL. The University may approve the retention of a lesser amount, subject to exceptional circumstances.

38.3.7 Any Public Holiday, as defined at [Clause 50](#), occurring during the period of LSL will not be treated as part of the LSL, and the Employee is entitled to the Public Holiday.

38.4 Pro-rata Long Service Leave (LSL)

38.4.1 An Employee, upon termination of employment, will be paid for any period of pro-rata LSL in the following cases:

- (a) where the Employee retires at or over the age of 55, or is retired on the grounds of ill-health, provided that no payment will be made for pro-rata LSL to an Employee who has completed less than 12 months' Continuous Service before the date of the Employee's retirement.
- (b) Where the Employee who, not having resigned, is retired for any other cause, provided that no payment will be made for pro-rata LSL to an Employee who has completed less than 3 years' Continuous Service before the date of the Employee's retirement.
- (c) where the Employee has died in which case payment will be made to the Employee's estate.
- (d) where an Employee resigns due to the birth of a child and the need to subsequently care for that child, provided that no payment will be made for pro-rata LSL in respect of an Employee who has completed less than 5 years' Continuous Service with the University and/or the Employee has not provided the University with certification from a Registered Medical Practitioner of such pregnancy and the expected date of birth of the child.
- (e) Where the Employee's position has been made redundant in which case the provisions of [Clause 17](#) - Redundancy Provision – Professional Employees will apply, subject to the Employee completing at least 1 year's continuous service.
- (f) Where an Employee has completed the first qualifying period of service, cleared the LSL entitlement and has completed an additional 3 and a half years' continuous service.

39. LONG SERVICE LEAVE (LSL) – ACADEMIC EMPLOYEES ONLY

39.1 Full-time and Part-time Employees will be entitled to Long Service Leave (LSL) on the following basis:

Employee's Employment Commencement Date with ECU	Period of Continuous Service for Accrual of 13 Weeks LSL	Subject to Clause 39.2 Period of Continuous Service for Subsequent LSL Accrual
On or after 9 October 2000	10 years	7 years
Prior to 9 October 2000	7 years	7 years

39.2 Subsequent LSL Accruals

All Employees with 10 years' service or more will be entitled to an additional 13 weeks LSL on full pay after each further period of 7 years of Continuous Service, provided that:

- (a) For the purposes of Clause 39.5, additional accrual will be after a further 3 and a half years of Continuous Service.
- (b) An Employee who has completed the first qualifying period of service, and has cleared the LSL entitlement, may take pro-rata LSL after a further 3 and a half years

of Continuous Service. The Employee's entitlement to LSL will reduce proportionate to any amount of pro-rata LSL taken.

- 39.3 All LSL will normally be taken in minimum blocks of 4 weeks on full pay or 8 weeks on half pay.
- 39.4 Subject to Clauses 39.3 and 39.5 LSL can be taken as:
- (a) 13 weeks after the relevant accrual period; or
 - (b) double the period of LSL on half the pay; or
 - (c) half the period of LSL on double pay, provided that either the total time away from work or remaining to the Employee's credit is at least 13 weeks.
 - (d) in other periods as may be agreed between the University and the Employee.
- 39.5 Subject to the approval of the Vice-Chancellor, an Employee who has an accrued LSL greater than 13 weeks may apply to convert accrued LSL to an equivalent monetary benefit in lieu of accrued LSL, provided the Employee retains 13 weeks accrued LSL. The University may approve the retention of a lesser amount of accrued LSL subject to exceptional circumstances.
- 39.6 An Employee employed on a part-time basis will accrue LSL on a pro-rata basis, based on the fraction of the appointment worked during the qualifying period.
- 39.7 Should differing fractions of full-time have been worked during the Continuous Service qualifying for LSL, payment of the LSL granted will be the sum of the amount determined for each period of differing fraction of full-time.
- 39.8 LSL will be taken at a time mutually agreed between the Head of Work Unit and the Employee, provided that an Employee who has qualified for LSL will be entitled to take leave at a time of their choosing, provided that at least 12 months' written notice of such leave is given and, in the absence of such notice, the Head of Work Unit consents.
- 39.9 An Employee who has accumulated 19 weeks LSL may be required, on 12 months written notice, to reduce their leave balance to a balance of no greater than 6 weeks accrued LSL.
- 39.10 When an Employee has completed not less than 3 years Continuous Service on a full-time, fixed-term basis and their contract has lapsed by decision of the University at the end of its fixed-term, pro-rata LSL will be paid.
- 39.11 LSL will continue to accrue during any period of LSL taken by an Employee. Any Public Holiday, as defined at [Clause 50](#) occurring during a period of LSL will not be treated as LSL, and the Employee is entitled to the Public Holiday.
- 39.12 An Employee on termination will only be paid for any period of pro-rata LSL in the following cases:
- (a) where the Employee retires at or over the age of 55 or on the grounds of ill health;
 - (b) where the Employee has died, in which case payment will be made to the Employee's estate; or
 - (c) where the Employee's position has been made redundant in which case the provisions of [Clause 18](#) - Redundancy – Academic Employees will apply; or
 - (d) where the Employee has completed 7 years Continuous Service but is yet to complete their first qualifying period of LSL.

Provided that no payment will be made for pro-rata LSL to an Employee who has completed less than 12 months' Continuous Service before the date of the Employee's retirement.

39.13 The University will recognise service with other tertiary or public sector institutions for the purposes of attaining the first entitlement to LSL following employment at the University, subject to appropriate funds being provided to the University and/or reciprocal arrangements having been made.

40. PERSONAL LEAVE – ALL EMPLOYEES

40.1. A Full-time Employee will be entitled to Personal Leave on full pay at the rate of 12.5 working days for each year of continuous service (or the pro-rata equivalent for Part-time Employees) from the date of appointment for:

- (a) personal illness or injury affecting the Employee; or
- (b) to provide care or support for an Immediate Family Member or Household Member, because of a personal illness, or personal injury or an unexpected emergency affecting the Member.

40.2 A Casual Employee is not entitled to paid Personal Leave, and is entitled to unpaid Carer's Leave at Clause 40.11.

40.3 Personal Leave is not paid out on termination of employment.

40.4 Personal Leave will accumulate from year to year if not taken.

40.5 Subject to Clause 40.7 an application for Personal Leave exceeding 2 days but not exceeding 5 consecutive working days must be supported by a statutory declaration or a medical certificate from a Registered Medical Practitioner. Absences beyond 5 consecutive days must be supported by a medical certificate.

40.6 A total of 5 single days in any anniversary year may be taken without producing evidence from a Registered Medical Practitioner or statutory declaration.

40.7 Where an Employee has taken Personal Leave absences that exceed 12.5 days in any anniversary year a statutory declaration cannot be used for any additional Personal Leave. Instead, any additional Personal Leave taken must be supported by a medical certificate.

40.8 An Employee may be asked to provide evidence from a Registered Medical Practitioner where absences exceed 12.5 days in any one anniversary year, or a pattern of absence on Personal Leave has been established.

40.9 Personal Leave will not be granted during any period of Leave Without Pay.

40.10 The Employee will, as soon as practicable:

- (a) notify their relevant supervisor of their absence and where possible no later than 3 hours after commencement of the absence; and
- (b) in the case of ongoing absence, keep their supervisor informed of the continued requirement for leave; and
- (c) following their return to work submit a leave application for the period covering their absence.

40.11 Unpaid Carer's Leave

40.11.1 An Employee, including a Casual Employee, is entitled to 2 days of unpaid Carer's Leave for each occasion an Immediate Family Member or Household Member requires care or support due to:

- (i) personal illness or injury; or
- (ii) in relation to a personal emergency affecting such a person.

40.11.2 Where an Employee has paid Personal Leave available, this leave will be exhausted before unpaid Carer's Leave is approved.

40.12 Fitness for Duty

40.12.1 Where there is doubt about an Employee's fitness for work, or there are concerns about the Employee's health, the University may require the Employee to attend a Registered Medical Practitioner to confirm their fitness, or otherwise, for work. The cost of the attendance will be paid by the University.

40.12.2 The University may require an Employee to undertake an independent medical examination by an appropriate Registered Medical Practitioner of the University's choosing and cost, where the University considers such a requirement appropriate.

40.13 Illness during Annual Leave or Long Service Leave

40.13.1 Where an Employee is ill during a period of Annual Leave and provides the University with notice and satisfactory medical evidence from a Registered Medical Practitioner to that effect, the University may substitute the Annual Leave with Personal Leave for the equivalent period.

40.13.2 Where an Employee is ill during a period of Long Service Leave of 5 or more consecutive working days and provides the University with notice and satisfactory medical evidence from a Registered Medical Practitioner to that effect, the University may substitute the Long Service Leave with Personal Leave for the equivalent period.

41. PARENTAL LEAVE

41.1.1 Eligible Employees are able to apply for Parental Leave in accordance with this clause, University policies and procedures and the NES, where their employment commenced at least 12 months prior to the date of birth or placement of the child.

41.1.2 For the purposes of this Clause, a Primary Care Giver is the person who will assume the principal role for the care and attention of the child.

41.1.3 A Fixed-term Employee will cease to have an entitlement to Parental Leave upon the date that contract expires.

41.1.4 A Continuing Contingent Funded Employment (CCFE) Employee will cease to have an entitlement to Parental Leave on cessation of their employment.

41.1.5 An eligible Casual Employee will be entitled to Unpaid Parental Leave and Unpaid Partner Leave only.

41.2 Unpaid Parental Leave

41.2.1 An Employee who has or will have a responsibility for the care of a child will be eligible for Unpaid Parental Leave of up to 52 weeks' duration, in connection with:

- (a) the birth and subsequent care of the child of the Employee or the Employee's Spouse;
- (b) the legal adoption of a child who is not the birth child or the stepchild of the Employee or the Employee's Spouse, where the child is under 16 years of age or younger and has not lived continuously with the Employee for 6 months or longer at the day of placement.

- 41.2.2 Leave taken by the Employee and the Employee's Spouse must not overlap except for a period of up to 8 weeks from the date of birth or placement of the child.
- 41.2.3 In accordance with Clause 41.7, an Employee may request to extend their Unpaid Parental Leave for up to an additional 52 weeks.
- 41.2.4 An eligible Casual Employee is entitled to Unpaid Parental Leave if they have been employed on a regular and systematic basis for at least 12 months, and there is a reasonable expectation that this will continue.

41.3 Paid Parental Leave

- 41.3.1 An Employee who is not a Casual Employee and is the Primary Care Giver for a child and who has completed at least 12 months continuous service:
 - (a) immediately prior to the birth; or
 - (b) at the date of placement of an adopted child who is under 5 years of age and who is not the birth child of the Employee or their Spouse;will be entitled to paid Parental Leave, provided they are the primary carer of the child for the duration of the leave.
- 41.3.2 Paid Parental Leave will consist of:
 - (a) 24 weeks Paid Parental Leave at full pay or 48 weeks at half pay; and
 - (b) for the birth mother, up to 37.50 hours paid antenatal leave for the purpose of visits with a Registered Medical Practitioner and allied health professional; or
 - (c) in the case of adoption, 37.50 hours for the purpose of arranging the adoption; and
 - (d) 7.50 hours per week (pro-rata for Part-time Employees) paid time release per week for the first 5 weeks upon return from Parental Leave.
- 41.3.3 Part-time Employees are entitled to pro-rata Paid Parental Leave entitlements.
- 41.3.4 Where Paid Parental Leave is taken at half pay, superannuation contributions will be made on a pro-rata basis. Where the Employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements for maintaining the notional full-time rate for both the Employee and employer contribution at their own expense.
- 41.3.5 An Employee must complete 12 months' continuous service on return from each period of Paid Parental Leave to be entitled to a subsequent period of Paid Parental Leave, except where the previous period of Parental Leave was limited to 14 weeks in accordance with Clause 41.5.1. An Employee without the required continuous service will be entitled to Unpaid Parental Leave.
- 41.3.6 Where an Employee has worked varied hours preceding Paid Parental Leave their Paid Parental Leave will be:
 - (a) based on the average hours worked in the 12 months immediately prior to commencement of the leave; or
 - (b) at their service fraction or ordinary hours if during their pregnancy the Employee temporarily reduced their ordinary hours of work for reasons associated with their pregnancy.
- 41.3.7 Employee couples who are both employed by the University and assuming the role of Primary Care Giver may share the paid Parental Leave entitlement for a period of up to 8 weeks.

41.3.8 Any unused portion of Paid Parental Leave will not be preserved in any way.

41.4 Taking Parental Leave

41.4.1 A pregnant Employee would ordinarily be expected to commence Parental Leave no later than 6 weeks prior to the expected date of birth. If an Employee wishes to continue working during the 6-week period prior to the expected date of birth, the Employee must provide the University with a medical certificate from a Registered Medical Practitioner stating:

- (a) whether the Employee is fit for work; and
- (b) if the Employee is fit for work, whether it is inadvisable for the Employee to continue in her present position during the period because of illness or risks arising out of the Employee's pregnancy or hazards connected with the Employee's position.

41.4.2 Where the Employee's Spouse is not a University Employee and was the Primary Care Giver of the child from the date of birth or placement, the Employee may apply for Parental Leave any time within 12 months from the date of birth or placement and the leave can be taken in a continuous period or flexibly, or as prescribed by the NES.

41.4.3 An Employee is not entitled to Parental Leave earlier than 20 weeks prior to the expected date of birth. An Employee may access other forms of available leave prior to that date.

41.4.4 In the case of an Employee couple, the first Employee's Paid Parental Leave is to be taken in accordance with Clause 41.4.1, or from date of placement of the child, with the second Employee's leave commencing from the date after the cessation of the first Employee's leave. Concurrent leave of up to 8 weeks can be taken, with periods of at least 2 weeks in accordance with the NES.

41.5 Late-term Miscarriage, Still Birth or Perinatal Death

41.5.1 Where pregnancy results in a late term miscarriage, stillbirth or a perinatal death, being the period from 20 weeks gestation to 28 days after the birth, and the Employee was otherwise entitled to paid Parental Leave under Clause 41.3, the Employee will retain an entitlement to up to 14 weeks Paid Parental Leave or 28 weeks on half pay. The Employee must notify the University as soon as practicable, along with evidence from a Registered Medical Practitioner to support the period of leave required.

41.5.2 An eligible female Employee may apply for unpaid Special Maternity Leave in accordance with the NES where they are not fit for work because of a pregnancy-related illness or where their pregnancy ends after at least 12 weeks gestation.

41.5.3 In the case of a stillbirth or infant death during the first 24 months of life, an eligible Employee is entitled to unpaid Parental Leave in accordance with the NES.

41.5.4 If an Employee or the Employee's Spouse experiences a stillbirth or an infant death, or has a miscarriage which is not a late-term miscarriage, the Employee can apply for Compassionate Leave as per Clause 44.

- 41.5.5 An Employee seeking to amend or take leave under Clause 41.5.1 to 41.5.4 must notify the University as soon as practicable as per Clause 41.7, and provide evidence from a Registered Medical Practitioner in support of their leave request.

41.6 Transfer to a Safe Job

- 41.6.1 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue in her present duties, the duties will be modified, or the Employee may be transferred to an appropriate safe position at the same classification level until the commencement of Parental Leave.
- 41.6.2 If no safe job is available to transfer the Employee to during the risk period and the Employee provides evidence from a Registered Medical Practitioner they are fit for work, the Employee is entitled to 'no safe job' leave in accordance with the NES.

41.7 Notice Period and Evidence

- 41.7.1 An Employee intending to take Parental Leave must provide at least 10 weeks' written notice of their intended start and end dates, or as soon as practicable in unexpected circumstances, along with evidence to support the application.
- 41.7.2 An Employee who has started a period of Parental Leave may, by agreement with the University, reduce the period of Parental Leave they take. The Employee must provide their request to the University for consideration at least 4 weeks before their proposed return to work date.
- 41.7.3 An Employee seeking to cancel their Parental Leave period must provide the University with at least 4 weeks written notice with the proposed dates.
- 41.7.4 An Employee is required to confirm in writing their intention to return to work at least 8 weeks prior to the conclusion of the Parental Leave period if practicable; if not, no less than 4 weeks prior.
- 41.7.5 An Employee seeking to extend their Parental Leave must submit a written request to the University at least 4 weeks before the end of the current Parental Leave period.

41.8 Paid and Unpaid Partner Leave

- 41.8.1 An Employee with 12 months' service who is not a Casual Employee and at the time of birth or placement of a child is not the Primary Care Giver may apply for a single continuous period of 2 weeks paid Partner Leave to be taken concurrently with any unpaid leave entitlement.

In the event of a stillbirth or perinatal death the Employee who is not the Primary Care Giver will be entitled to 1 week paid leave at full pay or 2 weeks at half pay. The entitlement to paid leave under this provision is separate to any entitlement to Personal or Compassionate Leave under this Agreement or the NES.

- 41.8.2 An Employee who is not the Primary Care Giver may also request up to 6 weeks Unpaid Partner Leave to be taken:
- (a) concurrently with any Paid Partner Leave granted at clause 41.8.1; or
 - (b) within 12 months of the birth or placement of the child, in separate periods normally no shorter than 2 weeks in duration.

41.8.3 If the Employee becomes the Primary Care Giver, they are entitled to any residual amount of Parental Leave less any period of paid Partner Leave taken.

41.9 Change Management and Consultation during Parental Leave

Where [major change](#) is likely to impact on the Employee's position while they are on Parental Leave the University will:

- (a) provide the Employee with information about the change; and
- (b) consult with the Employee regarding the impact of the change.

41.10 Return to work

41.10.1 An Employee is entitled to return to their substantive position held immediately before taking Parental Leave.

41.10.2 An Employee may request to work part-time on their return from Parental Leave and where agreed the arrangement will be recorded as a temporary variation to the Employee's contract of employment.

41.10.3 Where the Employee reduces their fraction or hours of work under Clause 41.10.2, they have the ability to revert to their pre Parental Leave service fraction or hours of work for up to 3 years. If the Employee does not elect to revert within the 3-year period their right to revert will expire.

41.10.4 Breastfeeding

An Employee who is breastfeeding will be entitled to use ECU parenting room facilities, and to reasonable lactation breaks at their workplace, in consultation with their Line Manager.

41.11 Effect of Parental Leave on employment

41.11.1 An absence on Unpaid Parental Leave of more than 10 consecutive working days will not count as Continuous Service but will not constitute a break in service.

41.11.2 An absence on Paid Parental Leave counts as service for all purposes.

42. SHORT LEAVE

42.1 Upon sufficient cause being shown an Employee will be entitled to Short Leave on full pay not exceeding 2 consecutive working days or 3 working days in a calendar year.

42.2 Short leave is subject to the Employee providing as soon as practicable (which may be a time after the leave has started) advice to their supervisor on the period, or expected period, of the leave. The Employee may be required to provide reasonable evidence to support their absence.

42.3 This clause does not apply to a Fixed-term Employee on a contract with a duration of less than 12 months, or a Casual Employee.

42.4 This leave will be non-cumulative, and any unused portion is not paid out on termination of employment.

43. LEAVE WITHOUT PAY

- 43.1 Unless otherwise specifically stated in this Agreement, an Employee will be expected to have exhausted all relevant accrued leave credits when applying for Leave Without Pay.
- 43.2 Leave Without Pay may be granted at the discretion of the Head of Work Unit.
- 43.3 A period of Leave Without Pay in excess of 10 consecutive working days will not count as Continuous Service for the purpose of this Agreement, but will not constitute a break in service.

44. COMPASSIONATE LEAVE

- 44.1 Compassionate Leave on full pay of 3 days will be granted to an Employee on each occasion where
- (a) an Immediate Family Member or Household Member contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
 - (b) an Immediate Family Member or Household Member dies; or
 - (c) a baby in their Immediate Family or Household is stillborn; or
 - (d) they have a miscarriage; or
 - (e) their current Spouse has a miscarriage
- 44.2 In addition to Compassionate Leave, an Aboriginal or Torres Strait Islander Employee may access the provisions at [Clause 45](#) Cultural and Ceremonial Leave.
- 44.3 The Employee may take Compassionate Leave for each occasion as:
- a) a single continuous 3-day period; or
 - b) 3 separate periods of 1 day; or
 - c) any separate periods as agreed between the Employee and the University.
- 44.4 The Employee will notify their Line Manager of their absence as soon as practicable, and provide details of the period, or expected period of the leave. The Employee may be required to provide reasonable evidence to support their absence.
- 44.5 Where the period of leave granted is inadequate due to special circumstances, the University may approve further paid or unpaid leave.
- 44.6 This leave will be non-cumulative.
- 44.7 A Casual Employee is entitled to unpaid Compassionate Leave.

45. CULTURAL AND CEREMONIAL LEAVE

- 45.1 Employees who identify and are accepted as members of Aboriginal or Torres Strait Islander communities, will be entitled to:
- (a) paid leave up to maximum of 5 working days per calendar year; and
 - (b) Leave Without Pay up to a maximum of 5 working days per calendar year.
- Leave may be taken in separate days or in one continuous period.
- 45.2 Cultural Leave can be accessed to participate in any of the following:
- (a) to follow and practise the requirements of cultural and ceremonial obligations, spiritual or religious beliefs; and
 - (b) community cultural events such as NAIDOC activities

- 45.3 Reasonable notice where applicable and evidence or a statutory declaration in support of a claim for leave under this clause may be requested.
- 45.4 Leave Without Pay under this clause can be taken without the requirement to exhaust all relevant leave credits as prescribed at [Clause 43 -Leave Without Pay](#) of the Agreement.
- 45.5 Leave under this clause will be non-cumulative, and any unused portion is not paid out on termination of employment.
- 45.6 A Casual Employee is not entitled to paid Cultural and Ceremonial Leave.

46. FAMILY AND DOMESTIC VIOLENCE LEAVE AND SUPPORT

- 46.1 An Employee who experiences Family or Domestic Violence may access Family and Domestic Violence Leave and, in accordance with University policy, other available support.
- 46.2 An Employee, including a Casual Employee, experiencing Family or Domestic Violence will be entitled to access, at short notice, up to 10 days paid leave and 5 days unpaid leave in a 12-month period from the anniversary of the Employee's appointment.
- 46.3 On exhaustion of the paid leave at Clause 46.2, an Employee, other than a Casual Employee, may access Short Leave at [Clause 42](#) to attend to urgent Family or Domestic Violence matters, or Personal/Carer's Leave for illness or caring responsibilities, or accrued Annual Leave or Long Service Leave or, where applicable, Leave Without Pay at [Clause 43](#).
- 46.4 A Casual Employee taking paid leave at Clause 46.2 will be paid their rate of pay for the activity or hours they were rostered to work in the period they took leave.
- 46.5 The University may require reasonable notice and supporting documentation when approving a request for leave.
- 46.6 Paid Family and Domestic Violence Leave at Clause 46.2 is not pro-rated for Part-time or Casual Employees and is non-cumulative. Any unused portion is not paid out on termination of employment.

47 GENDER AFFIRMATION LEAVE

- 47.1 An Employee who has 12 months continuous service and is affirming their gender may apply for up to 20 days paid Gender Affirmation Leave in a calendar year in accordance with University policy.
- 47.2 Paid Gender Affirmation Leave may be taken as consecutive days or single days, and may be used for attending medical appointments, recovering from medical procedures, undertaking any legal process relating to gender affirmation, or any other related activity agreed by the University.
- 47.3 An Employee may, in addition to Gender Affirmation Leave, request other available leave, including Personal Leave, accrued Annual Leave or Long Service Leave.
- 47.4 Where all available leave is exhausted, the Employee may apply for Leave Without Pay at [Clause 43](#).
- 47.5 The University may require reasonable notice and proof when approving a request for this leave.

47.6 This Clause does not apply to a Fixed-term Employee on a contract with a duration of less than 12 months or a Casual Employee.

47.7 Paid leave under this clause is non-cumulative, and any unused portion is not paid out on termination of employment.

48. COMMUNITY SERVICE, JURY DUTY/WITNESS LEAVE AND DEFENCE SERVICE LEAVE

48.1 This Clause sets out an Employee's entitlement to Eligible Community Service Activities, or Jury Duty/Witness leave or Defence Service Leave.

48.2 Eligible Community Service Activity

48.2.1 For the purposes of this clause Eligible Community Service Activity means:

- (a) participation in a voluntary emergency management activity that involves dealing with an emergency or natural disaster as part of a recognised voluntary emergency management body; or
- (b) donating blood or plasma to approved donor centres; or
- (c) any other activity prescribed by legislation, or agreed to by the University.

48.2.2 An Employee, other than a Casual Employee, who engages in a voluntary Eligible Community Service Activity is entitled to paid leave for a reasonable period having regard to the circumstances and nature of the Activity, and will provide:

- (a) notice of the absence as soon as practicable;
- (b) the period or expected period of absence; and
- (c) satisfactory evidence they are entitled to the leave, if requested by the University.

48.2.3 Casual Employees are entitled to unpaid Community Service Leave.

48.3 Jury Duty/Witness Leave

48.3.1 An Employee, other than a Casual Employee, who is required to serve on a jury, or required to appear as a witness under Commonwealth or State law, is entitled to paid leave for the period, and will provide:

- (a) notice of the absence as soon as practicable;
- (b) the period or expected period of absence; and
- (c) satisfactory evidence of the requirements to serve/appear.

An Employee is not entitled to juror's fees, except for travel.

48.3.2 A Casual Employee will be paid for Jury Duty if they:

- (a) were engaged to work and would have continued to be engaged but for the Jury Duty appearance
- (b) provide the University with notice and satisfactory court evidence as soon as practicable.

48.4 Defence Service Leave

48.4.1 An Employee who is member of the Defence Force Reserves or the Cadet Force is entitled to up to 10 days paid leave (pro-rata for Part-time Employees) per calendar year to attend routine defence training or Defence Service activities.

- 48.4.2 Where the paid Defence Service Leave at Clause 48.4.1 is exhausted, the Employee may elect to use accrued Annual Leave or Long Service Leave or apply for Leave Without Pay for their Defence Service absence.
- 48.4.3 Where Leave Without Pay at Clause 48.4.2 is elected, this can be taken without the requirement to exhaust all relevant leave credits as prescribed at Clause 43.1 (Leave Without Pay) of the Agreement.
- 48.4.4 The University may require the Employee to provide reasonable notice of the dates they will be absent from the workplace, and reasonable evidence to support their leave.

49. STUDY LEAVE – PROFESSIONAL EMPLOYEES ONLY

- 49.1 A Professional Employee may be granted paid Study Leave of up to 5 hours per week (pro-rata for Part-time Employees) inclusive of travelling time, to attend approved educational courses of study held during normal working hours.
- 49.2 Where Study Leave is approved it will be subject to:
- (a) the University's convenience;
 - (b) the Employee undertaking an acceptable study load in their own time;
 - (c) the Employee making satisfactory progress with their studies; and
 - (d) the course being relevant to the Employee's career development.
- 49.3 Employees will be granted time off with pay to sit for examinations in approved courses of study.
- 49.4 The University may require reasonable notice and evidence to support leave under this clause.
- 49.5 This clause does not apply to a Casual Employee.

50. UNIVERSITY PUBLIC HOLIDAYS AND LIMITED SERVICES PERIOD

- 50.1 An Employee is entitled to be absent from work on a Public Holiday in accordance with the NES.

50.2.1 Employees (excluding Casual Employees) are entitled to be absent from work without loss of pay for the following University observed Public Holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Sunday
- (f) Easter Monday;
- (g) ANZAC Day (25 April);
- (h) Western Australia Day;
- (i) Sovereign's Birthday;
- (j) Christmas Day (25 December);
- (k) Boxing Day (December 26);
- (l) University holidays being the 2 working days immediately after Boxing Day; and
- (m) any additional days declared or prescribed as Public Holidays in Western Australia; or

(n) any day or part day substituted under Western Australian law for a day or part day that would otherwise be a Public Holiday.

50.2.2 If any of the days at Clause 50.2.1 (other than Easter Sunday) falls on a Saturday or Sunday, an alternative day will be recognised as a Public Holiday instead of such day.

50.3 Ongoing and Fixed-term Employees residing outside of Western Australia are paid Public Holidays in accordance with the relevant state or territory legislation where they reside, instead of, and not in addition to, the Public Holidays at Clause 50.2, provided they would normally work on this day.

50.4 Substituted Public Holidays by agreement

The University and an Employee may agree to substitute another day for the day that would otherwise be a Public Holiday under clause 50.2.1, provided the Employee would normally work the Public Holiday. In such an instance, the Public Holiday worked will be paid at the ordinary rate of pay.

50.5 Working on Public Holidays

(a) The University may request an Employee to work on a Public Holiday if the request is reasonable. An Employee may refuse to work a Public Holiday where any such request would be unreasonable.

(b) Professional Employees who the University requests to work on a Public Holiday will receive, where applicable, Overtime or Time Off in Lieu by agreement.

(c) When a Professional Employee works on both a Public Holiday at Clause 50.2.1, and an alternative Public Holiday at Clause 50.2.2, the Overtime Public Holiday rate, if applicable, will be applied to only one of those days and the Employee may choose which one is to be paid at the Public Holiday Overtime rate as per [Clause 33](#) – Overtime.

50.6 Limited-Service Period

(a) The University may observe a Limited-Service Period over December/January of each year of up to 5 working days. The University will, no later than 30 September, advise affected Employees of its intention to observe a Limited-Service Period.

(b) During the Limited-Service Period Employees, other than those requested by the University to work, will be required to observe the Public Holidays, and take Annual or other leave, Time Off in Lieu or Leave Without Pay.

50.7 This clause does not apply to a Casual Employee.

51. ACADEMIC STUDY LEAVE – ACADEMIC EMPLOYEES ONLY

51.1 An Academic Employee may apply for Academic Study Leave provided they have completed at least 3 years of continuous service as an Academic Employee with the University at the time the proposed Study Leave will commence.

51.2 The following table indicates the maximum periods of Study Leave that maybe granted and the period of service required.

Length of Service	Maximum Period of Study Leave
Three years	26 weeks

Six years	52 weeks
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- 51.3 On completion of leave, the Employee will return to the University and serve a period of service equivalent to the period of leave taken. If the required service is not served the University may recover from the Employee the whole or part of any salary, grants or allowances paid in relation to the period of Study Leave.

PART I GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

52. GRIEVANCE RESOLUTION

- 52.1 An Employee who feels aggrieved about a matter associated with their employment conditions in the first instance should attempt to resolve the grievance with the person concerned, or if this is not feasible the Employee is expected to raise the issue(s) with their Supervisor, or the relevant Line Manager as soon as practicable with the aim of resolving the grievance.
- 52.2 If the Employee feels the matter has not been resolved they may initiate a formal grievance in accordance with University policy.
- 52.3 Grievance resolution procedures will not be used where another appeal or review process is available or has been used to determine the reasonableness of an employment-related decision.
- 52.4 Where an Employee utilises the grievance process, the grievance must be concluded prior to commencing a dispute on the same subject.

53. DISPUTE PROCEDURES

- 53.1. For the purposes of this clause:
- a. Disputes must relate to matters arising under the Agreement or in relation to the NES; and
 - b. Dispute Procedure means the procedure set out in clauses 53.2 to 53.11.
- 53.2. All parties to the Agreement are able to raise a dispute and be represented in the Dispute Procedure.
- 53.3. Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 53.4. Until 5 working days after the procedures described in Clause 53.8 have concluded:
- a. working conditions as they existed prior to the Dispute will continue; and
 - b. an Employee must continue to perform work in the normal manner as directed unless:
 - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or
 - (ii) there are other reasonable grounds to refuse to comply with a direction.
- 53.5. Parties to the Dispute will attempt to resolve the issues at a local level in the first instance.
- 53.6. Where the Dispute is not resolved, or is impracticable to settle locally, either party to the Dispute may refer the Dispute to the Director People and Culture in writing.
- 53.7. Where a Dispute is lodged it will set out in writing the provision of the Agreement or NES to which the Dispute relates, be particularised and state the outcome being sought.
- 53.8. Upon receipt of a written notice of a Dispute by the Director People and Culture, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 working days.

- 53.9. If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 53.10. If the Dispute is not resolved as provided at clause 53.8:
- a. either party may refer the Dispute to the FWC or by agreement to another person or body for resolution within 10 working days;
 - b. if the Dispute is referred to:
 - (i) 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 exercising a right of appeal; or
 - (ii) another person or body, then that person or body may deal with the Dispute as agreed by the parties, and
 - c. if the Dispute is not referred for resolution within the specified timeframe then the Dispute lapses.
- 53.11 The parties to a Dispute may agree to:
- a. extend any of the timeframes under this clause; or
 - b. adopt an interim resolution on a trial basis which may include adjustments to the timeframes within this clause where appropriate.
- Where an extension is agreed the parties must also agree if the requirements under Clause 53.4 cease, or will remain in effect for the period.
- 53.12 A Dispute may not be raised in accordance with this clause about a:
- (i) disciplinary decision or sanction made under [Clause 28](#) or [Clause 29.1](#); or
 - (ii) decision to terminate employment on grounds of ill health; or
 - (iii) decision to terminate employment of an Academic Employee due to Redundancy.

PART J OTHER PROVISIONS

54. ACADEMIC PROMOTION

- 54.1 Academic Promotions will be based on the following principles:
- (i) That there will be an annual academic promotion round;
 - (ii) That promotion will be in accordance with established University procedures and based solely on merit;
 - (iii) That promotion procedures will be fair and transparent; and
 - (iv) Standards will be comparable with sector norms.

55. MANAGEMENT FOR PERFORMANCE

- 55.1 *Academic Staff* - The University requires Academic Staff to utilise the Academic Staff Performance Expectations and Outcomes Framework (ASPEO) for setting work objectives, clarifying role and performance expectations and reviewing performance outcomes.
- 55.2 *Professional Staff* - the Management for Performance System will include a regular review of the position description of each Professional Staff Employee by the Employee and the Supervisor to ensure that the description remains current.
- 55.3 The Joint Staff Consultative Committee (JSCC) must be consulted regarding any proposed changes to the Management for Performance System.

56. JOINT STAFF CONSULTATIVE COMMITTEE

- 56.1 The role of the Joint Staff Consultative Committee (JSCC) is to facilitate communication and consultation between the University, its Employees and the Union on workplace matters. The JSCC will advise on:
- (a) the effective implementation and monitoring of this Agreement;
 - (b) workplace issues arising from this Agreement from time to time; and
 - (c) People and Culture policy changes that affect conditions of employment.
- 56.2 The JSCC will hold discussions and consult over the following:
- (a) The progress toward achievement of the Aboriginal and Torres Strait Islander employment objective;
 - (b) School based Academic Workload models;
 - (c) The use of Academic Career Development Fellow appointments; and
 - (d) Professional Development Fund.
- 56.3 The JSCC will comprise:
- (a) 3 Employees nominated by the Union,
 - (b) 3 Senior Employees nominated by the Vice-Chancellor or nominee, and
 - (c) in addition both parties may have in attendance one nominated person who is not necessarily an Employee of the University.
- 56.4 Subject to the operational requirements of the University, reasonable release from normal duties without loss of pay will be provided to an Employee to perform their role on the JSCC.

57. FLEXIBLE WORK REQUESTS

- 57.1 An Ongoing or Fixed-term Employee may request a flexible working arrangement, including flexitime, part-time work, Purchased Leave or working from home. Requests will be

considered and dealt with in accordance with this Agreement and relevant policies and procedures.

57.2 NES Flexible Work Request

57.2.1 An eligible Employee, including an eligible Casual Employee, may request a change in their working arrangements, in accordance with the NES, where they meet one or more of the circumstances below:

- (a) are the parent, or have responsibility for the care, of a child who is of school age or younger; or
- (b) are a Carer (within the meaning of the Carer Recognition Act 2010); or
- (c) have a disability; or
- (d) are 55 or older; or
- (e) are experiencing Family or Domestic Violence; or
- (f) provide care or support to an Immediate Family Member or Household Member who requires care or support because they are experiencing Family or Domestic Violence.

57.2.2 The Employee may make a further request if circumstances change.

57.3 The University may refuse a request for a flexible work arrangement made under Clause 57.1 or Clause 57.2 on reasonable business grounds and will provide written reasons.

58. INTELLECTUAL FREEDOM

58.1 Intellectual Freedom is an essential feature of University work. The University is committed to the principles of protecting and promoting Intellectual Freedom within the University.

58.2 Intellectual Freedom includes:

- (a) the rights of Employees to participate in decision-making processes and structures within the University, including the right to express opinions about the operations and governance of the University and higher education policy more generally;
- (b) the rights of Academic Employees in relation to their disciplinary expertise to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, carry out research, and publish;
- (c) the right of Employees to participate in public debates, express unpopular or controversial views and opinions about issues and ideas related to their discipline area, or area of expertise, about the University or higher education issues more generally; and
- (d) the right of Employees to participate in professional and representative bodies and engage in community service without fear of harassment, intimidation or unfair treatment.

58.3 Employees will use their right to Intellectual Freedom lawfully, and in a professional and ethical manner, and will not harass, vilify, intimidate, or defame others, or cause the University to breach its legal obligations (including those obligations with third parties).

58.4 The exercise of Intellectual Freedom, subject to the above limitation at clause 58.3, will not constitute misconduct or serious misconduct.

59. FLEXIBILITY TERM

59.1 The University and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed for Professional Employees;
 - (ii) overtime rates for Professional Employees at HEW Level 8 or above;
 - (iii) penalty rates for Professional Employees at HEW Level 8 or above;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) Employee funded additional leave schemes; and
- (b) the IFA meets the genuine needs of the University and Employee in relation to one or more of the matters mentioned in clause 59.1(a); and
- (c) the IFA is genuinely agreed to by the University and Employee.

59.2. The University must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

59.3 The University must ensure an IFA:

- (a) is in writing; and
- (b) includes the name of the University and Employee; and
- (c) is signed by the University and Employee and if the Employee is under 18 years of age by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

59.4 The University must give the Employee a copy of the IFA within 14 days after it is agreed to.

59.5 The University or Employee may terminate the IFA:

- (a) by giving 28 days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the University and the individual Employee.

60. EMPLOYEE UNION REPRESENTATIVES

60.1 Employee union representatives accredited by the Union will, with the agreement of their Line Manager or supervisor, be entitled to a reasonable release from normal duties, without loss of pay, to:

- (a) consult, liaise or negotiate with the Vice-Chancellor or representatives on matters of concern to union members; and
- (b) consult, liaise or negotiate with union members.

The Union Branch President will be entitled to 0.2 FTE time release from normal duties, without loss of pay, to participate in University-related union work, inclusive of matters at Clause 60.1 (a) and (b).

60.2 Employee union representatives may distribute materials which assist Employees in understanding conditions of employment.

60.3 Leave of absence on full pay for up to 10 working days over 2 years may be granted to accredited Employee union representatives to attend approved union courses, seminars or conferences. Leave granted for these courses, seminars or conferences is inclusive of travel time and subject to the operational requirements of their work area. The University will not be liable for any expenses incurred by the Employee.

60.4 The University may request reasonable evidence in support of a claim for a leave of absence under this clause.

60.5 Upon the written request of an Employee, and in accordance with [Clause 15](#) – Deductions from Salary, and the requirements of the Act, the University will deduct union membership fees from the Employee's salary. This arrangement may be terminated by the Employee with written notice to the University.

61. EMPLOYEE RECORD

61.1 An Employee is entitled to examine, and make copies of their Employee record in the presence of a duly appointed officer of the University. An Employee will be notified when any adverse documentation is placed on their file.

62. GENDER PAY EQUITY

62.1 Where an Academic Employee or group of Academic Employees believe on reasonable grounds that their work is undervalued on a gender basis, or that they have been denied promotion because of their gender, they may appeal to the Vice-Chancellor or their nominee. Any appeal must specifically detail the reasons for that belief and provide supporting evidence.

63. INTELLECTUAL PROPERTY

63.1 The University will maintain a policy on intellectual property that regulates intellectual property issues including:

- 63.1.1 the moral rights of Employees, including a right of attribution and integrity, in a manner consistent with statutory obligations; and
- 63.1.2 as far as practicable, making scholarly works available in the public domain and commercialising intellectual property to advance knowledge and provide benefit to the community; and
- 63.1.3 the respective interests of an Employee and the University in any assignment of intellectual property rights;

subject to any rights or interests of third parties.

64. PROFESSIONAL DEVELOPMENT FUND


- 64.1 Eligible Professional Employees or Academic Career Development Fellows may, in accordance with University policy, seek funding to attend professional development activities including workshops, courses and conferences. The activity must be relevant to the Employee's existing or future career at the University, and enhance skills and knowledge leading to a demonstrable contribution to the work and productivity of the University.
- 64.2 The Professional Development Fund will be maintained and centrally administered by the University.
- 64.3 Professional Employees will be able to make one application every 2 years to a maximum value of \$5000.
- 64.4 Within the first 12 months of appointment an Academic Career Development Fellow may, in line with any objectives arising from participation in the University's management for performance, apply to attend a professional development activity, to a maximum value of \$5000.
- 64.5 The University will award access to this fund on fair and equitable criteria. The Joint Staff Consultative Committee will be consulted on any changes to the assessment criteria and will receive a yearly report on the number of applications and the nature of awards made.

65. RIGHT TO DISCONNECT

- 65.1 All Employees have a right to disconnect from work-related communication, including the non-answering of phones and emails, outside of their normal or agreed working hours, unless the Employee is in receipt of an availability or on-call allowance, or required as part of their employment to be available in an emergency.
- 65.2 The right to disconnect in no way implies a limitation on the self-directed nature of Academic work.
- 65.3 No adverse action will be taken against an Employee who does not respond to an urgent or emergency work-related communication outside of their normal or agreed working hours.

PART X SIGNATORIES

Signed for and on behalf of:
EDITH COWAN UNIVERSITY



Dated 11/08/2023

Professor Steve Chapman
Vice-Chancellor and President

Joondalup Campus
370 Joondalup Drive
Joondalup WA 6077

University Statute No.6 Chief Executive Officer provides authority to sign.

In the presence of:  KAREN DINESA

Signed for and on behalf of:
NATIONAL TERTIARY EDUCATION INDUSTRY UNION (NTEU)



Dated 15/8/2023

Dr Damien Cahill
National Secretary, NTEU

1st Floor, 320 Clarendon Street
Southbank VIC 3006

Authority to sign from registered rules of the NTEU, specifically rule 21.

In the presence of:  Renee Veal

SCHEDULE 1 – SALARIES AND RATES

Part 1 – Professional Employee Salary Scales

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B 4% pa Effective	COLUMN C 3.5% pa Effective	COLUMN D 3.5% pa Effective	COLUMN E 3% pa Effective
Description	Step	Oct 2022	Date of Operation	July 2024	July 2025	May 2026
HEW LEVEL 1	100	\$53,240	\$55,370	\$57,308	\$59,313	\$61,093
	200	\$54,925	\$57,122	\$59,121	\$61,191	\$63,026
	300	\$56,614	\$58,879	\$60,939	\$63,072	\$64,964
HEW LEVEL 1/2	100	\$53,240	\$55,370	\$57,308	\$59,313	\$61,093
	200	\$54,925	\$57,122	\$59,121	\$61,191	\$63,026
	300	\$56,614	\$58,879	\$60,939	\$63,072	\$64,964
	400	\$58,301	\$60,633	\$62,755	\$64,952	\$66,900
	500	\$59,147	\$61,513	\$63,666	\$65,894	\$67,871
	600	\$59,990	\$62,390	\$64,573	\$66,833	\$68,838
HEW LEVEL 2	100	\$58,301	\$60,633	\$62,755	\$64,952	\$66,900
	200	\$59,147	\$61,513	\$63,666	\$65,894	\$67,871
	300	\$59,990	\$62,390	\$64,573	\$66,833	\$68,838
HEW LEVEL 2/3	100	\$58,301	\$60,633	\$62,755	\$64,952	\$66,900
	200	\$59,147	\$61,513	\$63,666	\$65,894	\$67,871
	300	\$59,990	\$62,390	\$64,573	\$66,833	\$68,838
	400	\$61,116	\$63,561	\$65,785	\$68,088	\$70,130
	500	\$62,801	\$65,313	\$67,599	\$69,965	\$72,064
	600	\$64,485	\$67,064	\$69,412	\$71,841	\$73,996
	700	\$66,177	\$68,824	\$71,233	\$73,726	\$75,938
	800	\$67,865	\$70,580	\$73,050	\$75,607	\$77,875
HEW LEVEL 3	100	\$61,116	\$63,561	\$65,785	\$68,088	\$70,130
	200	\$62,801	\$65,313	\$67,599	\$69,965	\$72,064
	300	\$64,485	\$67,064	\$69,412	\$71,841	\$73,996
	400	\$66,177	\$68,824	\$71,233	\$73,726	\$75,938
	500	\$67,865	\$70,580	\$73,050	\$75,607	\$77,875
HEW LEVEL 3/4	100	\$61,116	\$63,561	\$65,785	\$68,088	\$70,130
	200	\$62,801	\$65,313	\$67,599	\$69,965	\$72,064
	300	\$64,485	\$67,064	\$69,412	\$71,841	\$73,996
	400	\$66,177	\$68,824	\$71,233	\$73,726	\$75,938
	500	\$67,865	\$70,580	\$73,050	\$75,607	\$77,875
	600	\$69,152	\$71,918	\$74,435	\$77,040	\$79,352
	700	\$71,403	\$74,259	\$76,858	\$79,548	\$81,935

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B 4% pa Effective	COLUMN C 3.5% pa Effective	COLUMN D 3.5% pa Effective	COLUMN E 3% pa Effective
Description	Step	Oct 2022	Date of Operation	July 2024	July 2025	May 2026
	800	\$73,652	\$76,598	\$79,279	\$82,054	\$84,515
HEW LEVEL 4	100	\$69,152	\$71,918	\$74,435	\$77,040	\$79,352
	200	\$71,403	\$74,259	\$76,858	\$79,548	\$81,935
	300	\$73,652	\$76,598	\$79,279	\$82,054	\$84,515
HEW LEVEL 4A (no longer used)	999	\$77,590	\$80,694	\$83,518	\$86,441	\$89,034
HEW LEVEL 4/5	100	\$69,152	\$71,918	\$74,435	\$77,040	\$79,352
	200	\$71,403	\$74,259	\$76,858	\$79,548	\$81,935
	300	\$73,652	\$76,598	\$79,279	\$82,054	\$84,515
	400	\$75,821	\$78,854	\$81,614	\$84,470	\$87,004
	500	\$78,630	\$81,775	\$84,637	\$87,600	\$90,228
	600	\$81,441	\$84,699	\$87,663	\$90,731	\$93,453
	700	\$84,254	\$87,624	\$90,691	\$93,865	\$96,681
HEW LEVEL 5	100	\$75,821	\$78,854	\$81,614	\$84,470	\$87,004
	200	\$78,630	\$81,775	\$84,637	\$87,600	\$90,228
	300	\$81,441	\$84,699	\$87,663	\$90,731	\$93,453
	400	\$84,254	\$87,624	\$90,691	\$93,865	\$96,681
HEW LEVEL 5/6	100	\$75,821	\$78,854	\$81,614	\$84,470	\$87,004
	200	\$78,630	\$81,775	\$84,637	\$87,600	\$90,228
	300	\$81,441	\$84,699	\$87,663	\$90,731	\$93,453
	400	\$84,254	\$87,624	\$90,691	\$93,865	\$96,681
	500	\$85,551	\$88,973	\$92,087	\$95,310	\$98,169
	600	\$87,797	\$91,309	\$94,505	\$97,812	\$100,747
	700	\$90,050	\$93,652	\$96,930	\$100,322	\$103,332
	800	\$92,301	\$95,993	\$99,353	\$102,830	\$105,915
HEW LEVEL 6	100	\$85,551	\$88,973	\$92,087	\$95,310	\$98,169
	200	\$87,797	\$91,309	\$94,505	\$97,812	\$100,747
	300	\$90,050	\$93,652	\$96,930	\$100,322	\$103,332
	400	\$92,301	\$95,993	\$99,353	\$102,830	\$105,915
HEW LEVEL 6/7	100	\$85,551	\$88,973	\$92,087	\$95,310	\$98,169
	200	\$87,797	\$91,309	\$94,505	\$97,812	\$100,747
	300	\$90,050	\$93,652	\$96,930	\$100,322	\$103,332
	400	\$92,301	\$95,993	\$99,353	\$102,830	\$105,915
	500	\$93,378	\$97,113	\$100,512	\$104,030	\$107,151

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B 4% pa Effective	COLUMN C 3.5% pa Effective	COLUMN D 3.5% pa Effective	COLUMN E 3% pa Effective
Description	Step	Oct 2022	Date of Operation	July 2024	July 2025	May 2026
	600	\$96,194	\$100,042	\$103,543	\$107,167	\$110,382
	700	\$99,002	\$102,962	\$106,566	\$110,296	\$113,604
	800	\$101,815	\$105,888	\$109,594	\$113,429	\$116,832
	900	\$104,628	\$108,813	\$112,622	\$116,563	\$120,060
HEW LEVEL 7	100	\$93,378	\$97,113	\$100,512	\$104,030	\$107,151
	200	\$96,194	\$100,042	\$103,543	\$107,167	\$110,382
	300	\$99,002	\$102,962	\$106,566	\$110,296	\$113,604
	400	\$101,815	\$105,888	\$109,594	\$113,429	\$116,832
	500	\$104,628	\$108,813	\$112,622	\$116,563	\$120,060
HEW LEVEL 7/8	100	\$93,378	\$97,113	\$100,512	\$104,030	\$107,151
	200	\$96,194	\$100,042	\$103,543	\$107,167	\$110,382
	300	\$99,002	\$102,962	\$106,566	\$110,296	\$113,604
	400	\$101,815	\$105,888	\$109,594	\$113,429	\$116,832
	500	\$104,628	\$108,813	\$112,622	\$116,563	\$120,060
	600	\$106,877	\$111,152	\$115,042	\$119,069	\$122,641
	700	\$110,815	\$115,248	\$119,281	\$123,456	\$127,160
	800	\$115,878	\$120,513	\$124,731	\$129,097	\$132,970
	900	\$120,376	\$125,191	\$129,573	\$134,108	\$138,131
HEW LEVEL 8	100	\$106,877	\$111,152	\$115,042	\$119,069	\$122,641
	200	\$110,815	\$115,248	\$119,281	\$123,456	\$127,160
	300	\$115,878	\$120,513	\$124,731	\$129,097	\$132,970
	400	\$120,376	\$125,191	\$129,573	\$134,108	\$138,131
HEW LEVEL 8/9	100	\$106,877	\$111,152	\$115,042	\$119,069	\$122,641
	200	\$110,815	\$115,248	\$119,281	\$123,456	\$127,160
	300	\$115,878	\$120,513	\$124,731	\$129,097	\$132,970
	400	\$120,376	\$125,191	\$129,573	\$134,108	\$138,131
	500	\$122,934	\$127,851	\$132,326	\$136,958	\$141,066
	600	\$125,748	\$130,778	\$135,355	\$140,093	\$144,295
	700	\$128,562	\$133,704	\$138,384	\$143,228	\$147,524
HEW LEVEL 9	100	\$122,934	\$127,851	\$132,326	\$136,958	\$141,066
	200	\$125,748	\$130,778	\$135,355	\$140,093	\$144,295
	300	\$128,562	\$133,704	\$138,384	\$143,228	\$147,524
HEW LEVEL 10	100	\$142,726	\$148,435	\$153,630	\$159,007	\$163,778

Part 2 – Academic Employee Salary Scales

ACADEMIC EMPLOYEES		COLUMN A Current Rates	COLUMN B 4% pa Effective	COLUMN C 3.5% pa Effective	COLUMN D 3.5% pa Effective	COLUMN E 3% pa Effective
Class	Step	Oct 2022	Date of Operation	July 2024	July 2025	May 2026
ALEVA	001	\$75,193	\$78,201	\$80,938	\$83,771	\$86,284
	002	\$79,288	\$82,460	\$85,346	\$88,333	\$90,983
	003	\$83,386	\$86,721	\$89,757	\$92,898	\$95,685
	004	\$87,483	\$90,982	\$94,167	\$97,463	\$100,386
	005	\$90,813	\$94,446	\$97,751	\$101,172	\$104,208
	***006	\$94,140	\$97,906	\$101,332	\$104,879	\$108,025
	007	\$97,469	\$101,368	\$104,916	\$108,588	\$111,845
	008	\$100,797	\$104,829	\$108,498	\$112,295	\$115,664
ALEVB	001	\$105,832	\$110,065	\$113,918	\$117,905	\$121,442
	002	\$109,677	\$114,064	\$118,056	\$122,188	\$125,854
	003	\$113,512	\$118,052	\$122,184	\$126,461	\$130,255
	004	\$117,358	\$122,052	\$126,324	\$130,745	\$134,668
	005	\$121,197	\$126,045	\$130,456	\$135,022	\$139,073
	006	\$125,043	\$130,045	\$134,596	\$139,307	\$143,486
ALEVC	001	\$128,880	\$134,035	\$138,726	\$143,582	\$147,889
	002	\$132,723	\$138,032	\$142,863	\$147,863	\$152,299
	003	\$136,562	\$142,024	\$146,995	\$152,140	\$156,704
	004	\$140,405	\$146,021	\$151,132	\$156,422	\$161,114
	005	\$144,243	\$150,013	\$155,263	\$160,697	\$165,518
	006	\$148,089	\$154,013	\$159,403	\$164,982	\$169,932
ALEVD	001	\$154,492	\$160,672	\$166,295	\$172,116	\$177,279
	002	\$159,613	\$165,998	\$171,807	\$177,821	\$183,155
	003	\$164,733	\$171,322	\$177,319	\$183,525	\$189,030
	004	\$169,855	\$176,649	\$182,832	\$189,231	\$194,908
ALEVE	001	\$198,031	\$205,952	\$213,161	\$220,621	\$227,240

*** Level A 006 is the minimum classification level for Academic Employees with a PhD or Academic Employees who are unit co-ordinators.

Part 3 – Casual Academic Employee Salary Scales

The following casual academic rates are inclusive of casual loading for work performed:

Code	Academic Activity Delivery: On-Campus and/or On-Line	Current Oct 2022	Date of Operation 4.0%	July 2024 3.5%	July 2025 3.5%	May 2026 3.0%
LECTURING						
A1	Specialised Lecture (1hr delivery, 4hrs associated work time)	\$350.41	\$364.42	\$377.18	390.38	\$402.09
A3	Normal Lecture (1hr delivery, 2hrs associated work time)	\$210.25	\$218.65	\$226.31	\$234.23	\$241.25
A4	Repeat Lecture (1hr delivery, 1hr associated work time)	\$140.16	\$145.77	\$150.87	\$156.15	\$160.84
A17	Developed Lecture (1hr delivery, 3hrs associated work time)	\$280.33	\$291.54	\$301.74	\$312.30	\$321.67
A18	Initial Lecture (Arts and Design) (1hr delivery, 2hrs associated work time)	\$210.25	\$218.65	\$226.31	\$234.23	\$241.25
TUTORING						
A5	Normal Tutorial (1hr delivery, 2hrs associated work time)	\$151.99	\$158.07	\$163.60	\$169.33	\$174.41
A6	Repeat Tutorial (1hr delivery, 1hr associated work time)	\$101.33	\$105.38	\$109.07	\$112.89	\$116.27
A18.1	Supervision / Demonstration (Arts and Design)	\$70.08	\$72.88	\$75.44	\$78.08	\$80.42
HOURLY MARKING RATES						
A21	Simple Marking	\$50.66	\$52.69	\$54.53	\$56.44	\$58.14
A32	Standard Marking	\$60.15	\$62.56	\$64.75	\$67.02	\$69.03
A17.1	Complex Marking	\$70.08	\$72.88	\$75.44	\$78.08	\$80.42
HOURLY OTHER RATES						
A31	Other Required Academic Activity	\$50.66	\$52.69	\$54.53	\$56.44	\$58.14
A5C	Full Unit Coordination Duties	\$60.15	\$62.56	\$64.75	\$67.02	\$69.03
A33	Writing Units (per hour)	\$70.08	\$72.88	\$75.44	\$78.08	\$80.42
008	Practice Supervision	\$48.04	\$49.97	\$51.72	\$53.53	\$55.13
PERFORMING ARTS						
A24	Music Accompaniment (1hr delivery, 1hr associated work time)	\$101.33	\$105.38	\$109.07	\$112.89	\$116.27
A7	Practical Tuition Performing Arts (1hr Delivery, 1hr associated work time)	\$101.33	\$105.38	\$109.07	\$112.89	\$116.27
A9	Class Tuition (Theory and Practice) (1hr delivery, 2hrs associated work time)	\$151.99	\$158.07	\$163.60	\$169.33	\$174.41
A10	Individual and Small Group Tuition (1hr delivery, 1 hour associated work time)	\$101.33	\$105.38	\$109.07	\$112.89	\$116.27
A11	Repetiteur or Practice Supervision (hourly rate)	\$70.08	\$72.88	\$75.44	\$78.08	\$80.42
A8	Rehearsal or Demonstration (hourly rate)	\$50.66	\$52.69	\$54.53	\$56.44	\$58.14

EXPLANATION OF MARKING RATES

Separate payment will be made for all non-contemporaneous marking. Marking of student assessment items may or may not require feedback, and within these categories may be simple, standard or complex.

Type of Marking	Effective Date of Operation
Simple marking Marking is simple when the marker is easily able to recognize the correct answer, and is required to provide brief or no feedback.	\$52.69
Standard marking Standard marking refers to marking which includes brief feedback and does not require detailed analysis.	\$62.56
Complex marking Marking is complex when the marker is required to exercise substantial academic judgement and to give detailed feedback to the students explaining how their work might have been improved, such that a student who learned from this feedback could improve their mark in any similar future assignment.	\$72.88

EXPLANATION OF OTHER REQUIRED ACADEMIC ACTIVITY

Code	OTHER REQUIRED ACADEMIC ACTIVITY	Effective Date of Operation
A31	Other Required Academic Activity	\$52.69
A5C	If academic performs full unit coordination duties	\$62.56
A33	Other Duties involving Writing Units	\$72.88

A 31 Other Required Academic Activity

Other Required Academic Activity includes other work that a casual academic is required to perform, being work of the following nature:

- (a) The conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) The conduct of clinical sessions;
- (c) Attendance at Work Unit and or School meetings as required;
- (d) Development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with subject coordination (where full unit coordination is required, payment will be the A5C rate);
- (e) Consultation with students beyond that associated with Lecturing and/or Tutorial activities;
- (f) Participation in training programs and induction sessions;
- (g) Activities associated with performance and visual arts classes; and
- (h) Monitoring and supporting students enrolled in online units of study.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

A5C Full Unit Coordination Duties

A casual academic required to perform Other Duties involving Full Unit Coordination will be paid at an hourly rate for each hour of such activity delivered as required and demonstrated to have been performed.

A33 Writing Units Duties

A casual academic required to perform Other Duties involving Writing Units will be paid at an hourly rate for each hour of such activity delivered as required and demonstrated to have been performed.

SCHEDULE 2 - CLASSIFICATION STANDARDS AND STRUCTURE

PART I - PROFESSIONAL EMPLOYEES CLASSIFICATION STRUCTURE

DEFINITION 1:	SUPERVISION
CLOSE SUPERVISION	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
ROUTINE SUPERVISION:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
GENERAL DIRECTION:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
BROAD DIRECTION:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.
DEFINITION 2:	QUALIFICATIONS (<i>Within the Australian Qualifications Framework</i>)
YEAR 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
TRADE CERTIFICATE:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
POST-TRADE CERTIFICATE:	A course of study over and above a trade certificate and less than a Certificate IV.
CERTIFICATES I AND II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
CERTIFICATE III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
CERTIFICATE IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
DIPLOMA:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
ADVANCED DIPLOMA:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
DEGREE:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
POSTGRADUATE DEGREE:	A recognised postgraduate degree, over and above a degree as defined above.
	Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.
DEFINITION 3:	CLASSIFICATION DIMENSIONS
TRAINING LEVEL:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
OCCUPATIONAL EQUIVALENT:	Examples of occupations typically falling within each classification level.
LEVEL OF SUPERVISION:	This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.
TASK LEVEL:	The type, complexity and responsibility of tasks typically performed by employees within each classification level.
ORGANISATIONAL KNOWLEDGE:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.
JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
TYPICAL ACTIVITIES:	Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

HIGHER EDUCATION WORKER (HEW)

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 1	Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees 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 shall 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 opportunity practices and extended basic literacy and numeracy skills training where required/ necessary to enable career path progression.	Cleaner, labourer, trainee for level 2 duties.	Close supervision or, in the case of more experienced employees working alone, routine supervision.	Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.	May provide straightforward information to others on building or service locations.	Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.	Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.
Level 2	Level 2 duties typically require 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 completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.	Administrative assistant, security patrol officer.	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.	Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee 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.	Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data 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.

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 3	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: completion of a trades certificate or Certificate III, or completion of Year 12 or a Certificate II, with relevant work experience, or an equivalent combination of relevant experience and/or education/training.</p> <p>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 a Certificate IV or Diploma.</p>	<p>Tradesperson, technical assistant/ technical trainee, administrative assistant.</p>	<p>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 employees may be required.</p>	<p>Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.</p>	<p>Perform tasks/ assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</p>	<p>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</p>	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, 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: 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. Employees 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 administrative positions, perform a range of administrative support tasks including: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.</p>
Level 4	<p>Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: completion of a diploma level qualification with relevant work related experience, or completion of a Certificate IV with relevant work experience, or completion of a post-trades certificate and extensive relevant experience and on the job training, or completion of a Certificate III with extensive relevant work experience, or an equivalent combination of relevant experience and/or education/training.</p>	<p>Technical officer or technician, administrative above Level 3, advanced tradespersons.</p>	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.</p>	<p>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</p>	<p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>	<p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative 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>In trades positions: work on complex engineering or interconnected electrical circuits exercise high precision trades skills using various materials and/or specialised techniques.</p> <p>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> <p>In library technician positions: Undertake copy cataloguing use a range of bibliographic databases undertake acquisitions respond to reference inquiries. In administrative positions: may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems plan and set up spread-sheets or data base applications be responsible for providing a full range of secretarial services, e.g. in a Work Unit provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.</p>

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 5	Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to: completion of a degree without subsequent relevant work experience, or completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or completion of a diploma qualification and at least 2 years subsequent relevant work experience, or completion of a Certificate IV and extensive relevant work experience, or completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or an equivalent combination of relevant experience and/or education/training.	Graduate (i.e., degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.	In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other employees.	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.	Perform tasks/ assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.	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.	In technical positions: develop new equipment to general specifications under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations under broad direction, set up, monitor and demonstrate standard experiments and equipment use prepare reports of a technical nature. In library technician positions, perform at a higher level than Level 4, including: assist with reader education programs and more complex bibliographic and acquisition services operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service. In administrative positions: responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus. In professional positions and under professional supervision: work as part of a research team in a support role provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services.
Level 6	Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with subsequent relevant experience, or extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.	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.	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and admin areas, have a depth or breadth of expertise developed through extensive relevant experience and application.	Perform tasks/ assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, 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.	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.	In technical positions: manage a teaching or research laboratory or a field station provide highly specialised technical services set up complex experiments design and construct complex or unusual equipment to general specifications assist honours and postgraduate students with their laboratory requirements install, repair, provide and demonstrate computer services in laboratories. In administrative positions: provide financial, policy and planning advice service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence monitor expenditure against budget in a Work Unit. In professional positions: work as part of a research team provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services undertake a range of computer programming tasks provide documentation and assistance to computer users analyse less complex user and system requirements.

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 7	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with at least 4 years subsequent relevant experience, or extensive experience and management expertise in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex Work Unit.	Broad direction. May manage other employees including administrative, Technical and/or professional employees.	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.	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.	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 standalone 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.	<p>In a library, combine specialist expertise and responsibilities for managing a library function.</p> <p>In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.</p> <p>In technical manager positions, the management of teaching and research facilities for a department or school.</p> <p>In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>
Level 8	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or extensive experience and management expertise, or an equivalent combination of relevant experience and/or education/training.	Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; researcher.	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.	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.	The employee 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.	Responsible for program development and implementation. Provide strategic support and advice (e.g. to Work Units) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the Work Unit of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the Work Unit.</p>
Level 9	Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to: Postgraduate qualifications and extensive relevant experience, or extensive management experience and proven management expertise, or an equivalent combination of relevant experience and/or education/training.	Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; senior researcher.	Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.	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.	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.	Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to Work Units or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>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.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex Work Units, taking into account the size, budget, course structure, external activities and management practices within the Work Unit.</p>

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 10	<p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>proven expertise in the management of significant human and material resources; in addition to, in some areas, postgraduate qualifications and extensive relevant experience.</p>	Senior program, research or administrative manager	<p>Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).</p>	<p>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.</p>	<p>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 externally generated, demands.</p>	<p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>	<p>Manage a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the most complex Work Units 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.</p>

PART 2 - ACADEMIC EMPLOYEE CLASSIFICATION STANDARDS

Minimum Standards for Academic Levels (MSALs) Introduction:

- 1.1 The minimum standards for levels of Academic Employees, other than a Casual Academic, are set out in this Schedule.
- 1.2 The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic Employee. The responsibilities of Academic Employees may vary according to their academic role as described in Clause 9 (Academic Roles) of this Agreement, and to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual employee development.
- 1.3 An Academic Employee appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an Academic Employee 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.
- 1.4 The MSALs will not be used as a basis for claims for reclassification.

Teaching and Research Academic staff

Level A

A Level A 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 4 years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to 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.

Level C

A Level C 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 expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. 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.

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E 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 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.

Research Academic staff (inclusive of creative disciplines)

Level A

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.

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.

Level B

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.

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.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

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.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

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.

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.

Level E

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.

A Level E research academic will provide leadership in their field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

SCHEDULE 3 - ALLOWANCES

1. MOTOR VEHICLE ALLOWANCES

- 1.1 An Employee using a private motor vehicle (which excludes a car provided under a salary packaging arrangement) for travelling on authorised University business will be paid a Motor Vehicle Allowance in accordance with section 1.3 of Schedule 3— *Allowances*, provided section 1.2 of Schedule 3 - Allowances does not apply. Authorised University business specifically excludes home to work and other private travel.
- 1.2 The University may authorise a commuted amount for the hire of a motor vehicle or any other conveyance belonging to an employee.
- 1.3 The Motor Vehicle Allowance will be calculated in accordance with the cents per kilometre (km) rate as set by the Australian Taxation Office (ATO) for the relevant year.

For the 2023-2024 income year the ATO rate of \$0.85/km will apply for each business kilometre travelled.

For subsequent financial years the appropriate ATO rate will be applied.

2. TRAVELLING ALLOWANCES

- 2.1 Travel related expenses for Authorised University Travel will be in accordance with this Schedule and University policies, procedures and administrative arrangements.
 - 2.2 Employees who travel on University business may be issued with a corporate credit card upon which they should incur any travel related expenses.
 - 2.3 Travel expenses relating to hotel stays and other foreseen expenses will be approved and booked in accordance with University procedures and administrative arrangements, and paid for by the University in advance of the Employee travelling. Accommodation will be of a reasonable standard.
 - 2.4 Where an Employee is not issued with a corporate credit card or an Employee is not able to use a corporate card due to remoteness or unavailability of a facility, the Employee will be entitled to the relevant allowance in Table 1 of the Australian Taxation Office (ATO) Determination.
 - 2.5 Where the amount in Table 1 of the Australian Taxation Office (ATO) Determination does not cover the agreed expense(s) for an overnight stay and the corporate card cannot be used, the Employee will receive reimbursement for such expenses in lieu of receiving the relevant allowance.
 - 2.6 Other than in extenuating circumstances, an Employee's reimbursement claim must be submitted within 14 days of return from travel accompanied with sign off from the delegated financial authority.
 - 2.7 The applicable Travelling Allowance rate will be in accordance with the reasonable travel amounts set by the Australian Taxation Office (ATO) Determination at the lowest salary band
-

for the relevant income year, currently TD 2023/3.

2.8 An original tax invoice/receipt must be obtained for all travel related expenditure and submitted to the University with an Employee's reimbursement claim.

SCHEDULE 4 – MISCELLANEOUS MATTERS (PROFESSIONAL EMPLOYEES ONLY)

PART 1 - SURVEY RESEARCH CENTRE AND VARIO HEALTH CLINIC

A. Survey Research Centre - Market Research Interviewers

The section is only applicable to Professional Employees employed casually in the Survey Research Centre.

Subject to Span of Hours and Minimum Engagement below, the working hours are to be mutually agreed between the employee and the University in a written agreement.

Salary Rates

Market Research Trainees	HEW 1.2
Interviewers	HEW 2.1
Interviewers - Competent	HEW 2.2
Supervisors and Field Interviewers	HEW 3.2

A casual loading of 25% will be paid in lieu of entitlements specifically excluded from this Schedule including all leave entitlements, penalties, overtime and loadings as prescribed elsewhere in this Agreement.

Span of Hours

6:00am to 9:30pm Weekdays

9.30am to 6.00pm Weekends

Breaks

10 minutes paid per 4.5 hours worked in a shift.

Engagements in excess of 4.5 hours – an additional 30 minutes unpaid meal break.

Classifications

Employees are 'Market Research Trainees' for the first 30 hours of employment.

Employees are 'Interviewers' for the next 31 – 50 hours of employment.

Employees are 'Interviewers – Competent' after 50 hours of employment.

Minimum Engagement

The Minimum engagement for all casual employees of the Survey Research Centre is 3 hours.

B. Vario Health Clinic

This section is only applicable to casual employees appointed to provide Allied Health Services for the Vario Health Clinic (VHC). The rates of pay in Tables 1 and 2 include a 25% casual loading in lieu of Agreement based benefits and entitlements for which a Casual Employee is not eligible unless otherwise stated in this Agreement. The minimum engagement period for a Casual Employee is as prescribed in Clause 7.8.1

Table 1: Group 1 : Allied Health Professionals

(E.g. Exercise Physiologists, Dieticians, Psychologists, Physiotherapists & Occupational Therapists)

Level	Group 1 - Practitioner Qualification	Current Hourly Rate Inclusive of 25% loading	Hourly Rate Inclusive of 25% loading Date of Operation	July 2024 Hourly Rate Inclusive of 25% loading	July 2025 Hourly Rate Inclusive of 25% loading	May 2026 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$34.02	\$35.38	\$36.62	\$37.90	\$39.04
2	Qualified practitioner: up to 2 years experience	\$39.04	\$40.60	\$42.02	\$43.49	\$44.80
3	Qualified practitioner: 2-5 years experience	\$48.44	\$50.38	\$52.14	\$53.97	\$55.58
4	Qualified practitioner: 5+ years experience	\$54.66	\$56.85	\$58.84	\$60.90	\$62.72
5	Accredited practitioner: up to 2 years experience	\$54.66	\$56.85	\$58.84	\$60.90	\$62.72
6	Accredited practitioner: 2-5 years experience	\$68.28	\$71.01	\$73.50	\$76.07	\$78.35
7	Accredited practitioner: 5+ years experience	\$82.15	\$85.44	\$88.43	\$91.52	\$94.27

Table 2: Group 2: Allied Health Professionals

(E.g. Clinical Psychologists)

Level	Group 2 - Practitioner Qualification	Current Hourly Rate inclusive of 25% loading	Hourly Rate Inclusive of 25% loading Date of Operation	July 2024 Hourly Rate Inclusive of 25% loading	July 2025 Hourly Rate Inclusive of 25% loading	May 2026 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$34.02	\$35.38	\$36.62	\$37.90	\$39.04
2	Qualified practitioner: up to 2 years experience	\$74.04	\$77.00	\$79.70	\$82.49	\$84.96
3	Qualified practitioner: 2-5 years experience	\$91.19	\$94.84	\$98.16	\$101.59	\$104.64
4	Qualified practitioner: 5+ years experience	\$104.57	\$108.75	\$112.56	\$116.50	\$119.99
5	Accredited practitioner: up to 2 years experience	\$104.57	\$108.75	\$112.56	\$116.50	\$119.99
6	Accredited practitioner: 2-5 years experience	\$125.05	\$130.05	\$134.60	\$139.31	\$143.49
7	Accredited practitioner: 5+ years experience	\$138.70	\$144.25	\$149.30	\$154.52	\$159.16

Descriptors**Level 1**

Programme Assistants (current ECU Undergraduate students in relevant discipline areas, but not whilst completing course requirements, e.g. on placement). Level 1 = 3rd year of study (or equivalent) or 4th year of study (or equivalent). These students can assist in group activities under supervision from a Qualified or Accredited Practitioner.

Levels 2, 3 and 4

Qualified Practitioners with up to 2 years work experience, or a minimum of 2 or 5 years relevant experience respectively (or equivalent) who do not meet the requirements for providing services in their discipline which require accreditation with a relevant agency.

Levels 5, 6 and 7

Accredited Practitioners with a minimum of 2, 5 or 10 years relevant experience respectively (or equivalent) and full accreditation with the appropriate professional body and registered with Medicare or any successor.

PART 2 – SECURITY OFFICERS

Part 2 of Schedule 4 is only applicable to Professional Employees employed in the position of Security Officer.

Standby Meal Break Allowance

- (a) “On Standby” means on campus, contactable and ready to return to duty immediately, if required.
- (b) During rostered hours of work a Security Officer is On Standby during their rostered meal break.
- (c) A Security Officer will be entitled to a Standby Meal Break Allowance equal to a 30 minute meal break paid at the employee’s ordinary rate of pay, as follows:
 - (i) 1 x 30min Standby Meal Break Allowance where the Officer is required to work more than 5 hours in any one shift.
 - (ii) 2 x 30min Standby Meal Break Allowances where an Officer is required to work more than 10 hours in any one shift.
- (d) The meal break taken during the On Standby period shall be a meal break for all purposes, including but not limited to the meal break required by [Clause 30.1- Hours of Work](#), of this Agreement.
- (e) The time that a Security Officer is On Standby during their meal break will not for any purpose be considered to be hours worked.
- (f) A Security Officer recalled to duty whilst On Standby will resume their meal break as soon as practicable.

Hours Worked

The ordinary hours of work for a Security Officer are 75 hours per fortnight.

Additional Annual Leave

A Security Officer who is rostered to work 15 or more Saturdays or Public Holidays in a year will receive an additional 5 working days of annual leave.

SCHEDULE 5 – SUPPORTED WAGE SYSTEM

1. Employees may be engaged and paid in accordance with the Commonwealth Supported Wage System (SWS) as provided in the University's Supported Wage Scheme policy.
2. An Employee engaged under the SWS will be paid the applicable percentage of the relevant minimum wage prescribed by the Agreement for the class of work which the employee is performing according to Table 1 below.

Assessed Capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

3. Provided that the minimum amount payable must be not less than the amount published from time to time within the latest National Minimum Wage Order (\$102 per week as at 1 July 2023).

SCHEDULE 6 – TRAINEESHIPS

1. Introduction

- 1.1 Trainees directly engaged by the University under a Training Agreement registered with the Western Australian Department of Training and Workforce Development, or equivalent, employment arrangements and conditions will be in accordance with this Schedule.

2. Definitions

- 2.1 **“Approved Training”** means the Training Plan specified in the Training Agreement. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training leads to a qualification under the Australian Qualification Framework.
- 2.2 **“Trainee”** is an individual who is a signatory to a Training Agreement registered with the Western Australian Department of Training and Workforce Development, or equivalent, and is involved in paid work and structured training, which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.
- 2.3 **“Full-time Traineeship”** is based on a 37.50 ordinary hours per week, with 20% of ordinary hours approved training.
- 2.4 **“Part-time Traineeship”** is based on less than 37.50 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the job and partly off-the-job, or where training is fully off-the-job.
- 2.5 **“Traineeship”** is a structured programme designed to train employees joining an organisation, which has been approved by the Western Australian Department of Training and Workforce Development, or equivalent. It is an arrangement involving a contract of training between the University and a trainee. It can be conducted 100% on-the-job or a combination of on-the-job and off-the-job. Off-the-job training must be undertaken with an approved Training Provider.
- 2.6 **“Training Agreement”** is a legally binding agreement that is registered with the Western Australian Department of Training and Workforce Development, or equivalent, that allows the University and the trainee to undertake a traineeship.
- 2.7 **“Training Plan”** is a training plan that forms part of a Training Agreement registered with the Department of Training and Workforce Development, or equivalent.
- 2.8 **“School-based Traineeship”** is a part-time training program with the University and is undertaken as part of a student’s broader study towards a Western Australia Certificate of Education (WACE). It is a combination of school, off-the-job training and work. It is only for students who are enrolled as full-time secondary student in Years 11 and 12.

3. Training and Employment Conditions

- 3.1 Training conditions will be set out in the Training Agreement which will be registered prior to commencement of the Traineeship.

- 3.2** A Full-Time Traineeship will be for a maximum duration of 1 year. A Trainee will be subject to a satisfactory probation period of up to 1 month which may be reduced at the discretion of the University.
- 3.3** By agreement in writing, and with the consent of the Western Australian Department of Training and Workforce Development, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided.
- 3.4** Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, the Traineeship arrangements may be concluded by mutual agreement.
- 3.5** Termination of employment requires written notice, or payment in lieu of notice in accordance with the NES or Training Agreement, whichever is greater.
- 3.6** The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the Approved Training.
- 3.7** A Trainee on a Part-time Traineeship receives on a pro-rata basis the same conditions as those applicable to a Trainee on a Full-time Traineeship.
- 3.8** Where the employment of a Trainee by the University continues after the completion of the Traineeship period, the Traineeship period will be counted as service for the purposes of this Agreement.
- 3.9** If the Trainee does not achieve the required level of competence within the time specified in the Training Agreement then the traineeship shall cease.
- 3.10** Trainees will not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto at the completion of their traineeship or where they fail to complete the Traineeship.
- 3.11** A School-based Traineeship may, with the agreement of the Trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- 3.12** The following Clauses of this Agreement do not apply to a Trainee:
- (i) [Clause 7.7.3](#) – Severance Pay
 - (ii) [Clause 8](#) - Probation - Professional Employees
 - (iii) [Clause 13](#) - Termination on the Grounds of Ill-health
 - (iii) [Clause 29](#) - Management of Misconduct and/or Serious Misconduct
 - (iv) [Clause 17](#) - Redundancy – Professional Employees
 - (v) [Clause 14](#) - Termination and Notice
- 3.13** All other terms and conditions of this Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this Schedule will apply unless specifically varied by this Schedule.

4. Period of Traineeship

- 4.1** Traineeships may be offered on a full or part-time basis.

- 4.1.1** Full-time Traineeship: the maximum period is 1 year with a probation period up to 1 month.
- 4.1.2** Part-time Traineeship: the maximum period is equivalent to 1 year full-time with a probation period up to 1 month. Part-time traineeships have to be for a minimum of 20 hours per week.
- 4.1.3** For School based Traineeships the minimum requirements are:
1. Nominal duration of 12 to 24 months dependant on the program and the student;
 2. Hours of paid employment and training per week must be 8 hours or more;
 3. A minimum 8 hours employment must be maintained where training is off-the-job;
 4. Off-the-job training must be undertaken by a Registered Training Organisation;
 5. A Training Agreement and Training Plan must be completed and registered with the Western Australian Department of Training and Workforce Development, or equivalent.

4.2 Full-time and part-time traineeships

Full-time and part-time trainees will be paid at HEW 1.1 unless otherwise agreed.
Part-time trainees will be paid pro-rata based on their hours of work and on-the-job training.

School-based Traineeships

For School-based trainees their remuneration and entitlements are to be determined in accordance with the Higher Education Industry General Staff Award 2020 as varied from time to time, and this Award is not incorporated into the Agreement.

The trainee will be paid a minimum:

Year of Schooling	
Year 11 or lower	Year 12
Per Hour	Per Hour
\$12.64	\$13.92



IN THE FAIR WORK COMMISSION

JOONDALUP CAMPUS

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FWC Matter: **AG2023/3145**

ABN 54 361 485 361 CRICOS IPC 00279B

Applicant: **Edith Cowan University**

Undertaking - section 190

I, Professor Arshad Omari, Senior Deputy Vice-Chancellor, have the authority given to me by Edith Cowan University to give the following undertakings with respect to the Edith Cowan University Enterprise Agreement 2022 ("the Agreement"):

1. The University undertakes clause 14.2(c) and clause 15.6 of the Agreement will not be used to withhold any entitlements provided for in the National Employment Standards and will only be used where the employee has provided authorisation.
2. The University undertakes that in relation to Schedule 4 – Part 1B Vario Health Clinic of the Agreement, the salary rate applicable to a 3rd (+) year student practitioner at Table 1 and Table 2 are not applicable and undertake those rates will not be applied.

These undertakings are provided in response to issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Professor Arshad Omari
Senior Deputy Vice-Chancellor
Edith Cowan University

Date: 22 September 2023