



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of Western Australia T/A The University of Western Australia
(AG2017/3736)

THE UNIVERSITY OF WESTERN AUSTRALIA ACADEMIC EMPLOYEES AGREEMENT 2017

Educational services

COMMISSIONER LEE

MELBOURNE, 20 NOVEMBER 2017

Application for approval of The University of Western Australia Academic Employees Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as *The University of Western Australia Academic Employees Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by University of Western Australia T/A The University of Western Australia. The Agreement is a single enterprise agreement.

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

[3] The National Tertiary Education Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 November 2017. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

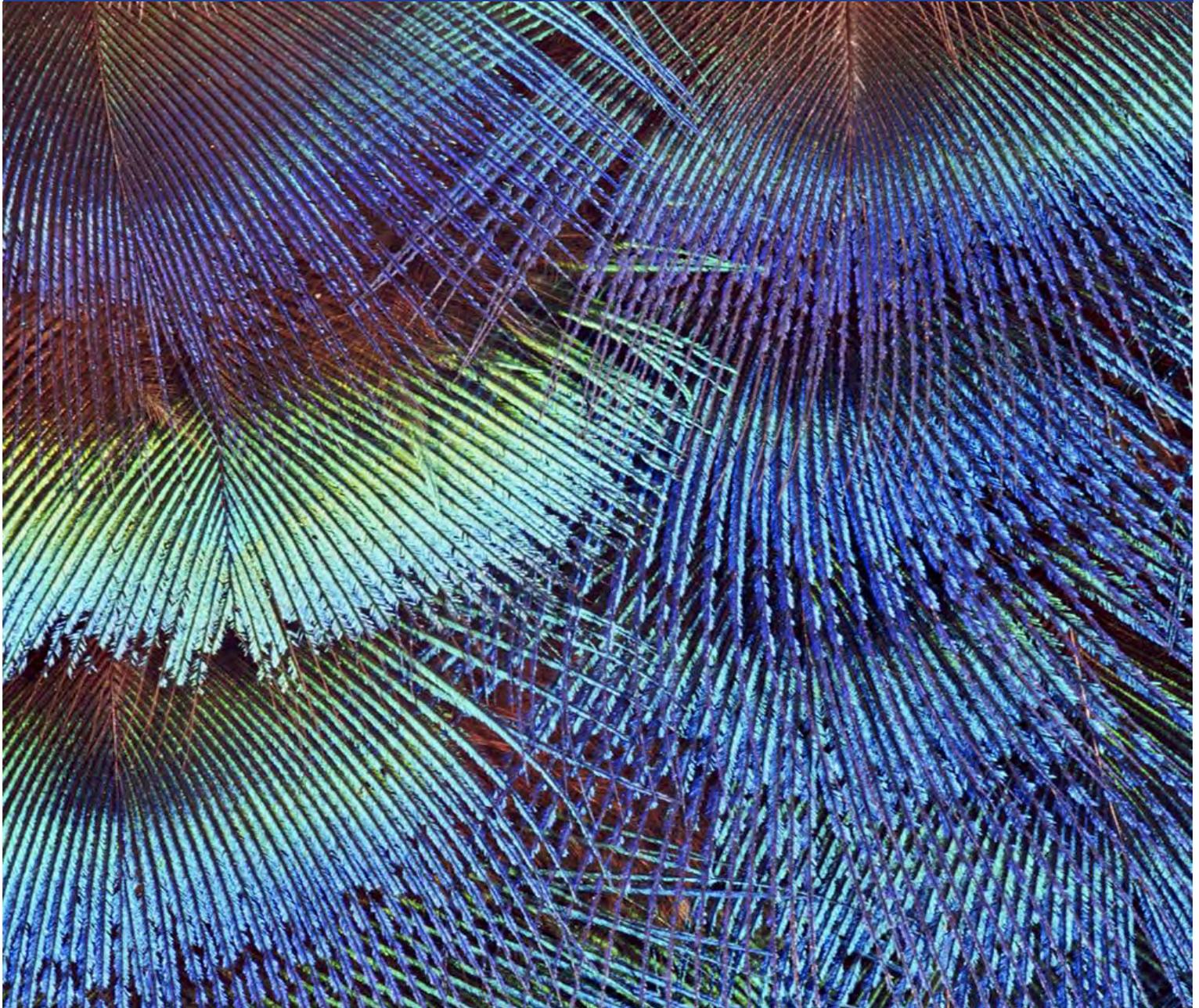
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THE UNIVERSITY OF
**WESTERN
AUSTRALIA**

The University of Western Australia Academic Employees Agreement 2017



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PART A: PRELIMINARIES

1. Title and Operation

- 1.1 This Agreement will be known as The University of Western Australia Academic Employees Agreement 2017 (Agreement).
- 1.2 This Agreement will commence operation 7 days after the Agreement is approved by the FWC.
- 1.3 The nominal expiry date of this Agreement will be 30 June 2021. However, this Agreement will continue to operate beyond the nominal expiry date until it is replaced or terminated.
- 1.4 The parties will endeavour to commence negotiations for a replacement Agreement no later than the nominal expiry date of this Agreement, unless otherwise agreed.
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2. Application

- 2.1 This Agreement applies to:
- (a) The University of Western Australia (University);
 - (b) the National Tertiary Education Industry Union (NTEU); and
 - (c) Employees of the University employed in the classifications contained in Schedule C of this Agreement.
- 2.2 This Agreement does not apply to:
- (a) Executive members including the VC, SDVC, DVCs, PVC's, Deans and University Librarian;
 - (b) persons employed in Senior Academic Positions on a fixed annual remuneration (FAR) contract;
 - (c) persons employed as a Professional and General Employee;
 - (d) persons employed in teaching non-award English language courses;
 - (e) persons involved in the operation of child care facilities; or
 - (f) persons principally employed in:
 - (i) the operation of theatrical and University Club venues used predominantly for commercial purposes; or
 - (ii) production companies engaged in the production of theatrical, musical or other entertainment on a commercial basis; or
 - (iii) the operation of UWA Sport.
- 2.3 This Agreement operates to the exclusion of any modern award or other industrial instrument. Legislation (including the NES) or University policy, procedures or guidelines referred to in this Agreement are not incorporated into the Agreement.

3. Definitions

3.1 In this Agreement:

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

Agreement means the University of Western Australia Academic Employees Agreement 2017.

Casual means an Employee engaged by the hour and paid on an hourly basis in accordance with the appropriate classification.

Deputy Vice-Chancellor (DVC) means the person at the time holding or acting in the office of DVC of the University or the DVC's nominee.

Director, Human Resources (DHR) means the person occupying or acting in that position, or their nominee.

Employee means all persons who are employed by the University to whom this Agreement has application by virtue of clause 2.

Employee Representative means a union representative or a person who is not a currently practicing lawyer, chosen by the Employee to represent or support them under this Agreement on workplace relations and human resources matters.

External Funding means identifiable funding external to the University, but not funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.

FTE means full-time equivalent.

Full-time means, for the purposes of the NES, an Employee who works an average of 37.5 ordinary hours per week.

FWC means the Fair Work Commission.

Head means the Head of School or the Head's nominee.

Immediate Family means:

- (a) a spouse (including former spouse), de facto partner (including former de facto partner), child, parent (including foster parent), grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent (including foster parent), grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the Employee.

Manager means an Employee who has supervisory and/or managerial responsibilities in relation to one or more Employees.

NES means the National Employment Standards under the Act.

NTEU means the National Tertiary Education Industry Union.

Part-time means an Employee who is engaged to work less than a Full-time Employee.

Pro Vice-Chancellor (PVC) means the person at the time holding or acting in the office of the PVC of the University, or the PVC's nominee.

Registered Health Practitioner means a person registered under state or territory legislation to practice medicine or another health profession.

Senior Deputy Vice-Chancellor (SDVC) means the person at the time holding or acting in the office of the SDVC of the University, or the SDVC's nominee.

Senior Academic Position means any position with managerial responsibilities with a base salary that is at least 20% above the Level E salary.

Suitable Alternative Employment means:

- a) an alternative position provided to an Employee which:
 - i. does not alter an Employee's ongoing status;
 - ii. does not reduce an Employee's FTE;
 - iii. has a salary not less than the Employee's existing position;
 - iv. is commensurate with the duties and skills of the Employee's existing position; and
 - v. has regard to qualifications, experience, competencies and reasonable career expectations of the Employee provided that further reasonable training may be considered by the University; or
- b) any other position as agreed between the University and the Employee provided that salary maintenance in accordance with clause 44.4 is provided where appropriate.

Union(s) means a registered Employee organisation covered by this Agreement.

University means the University of Western Australia constituted under the authority of *The University of Western Australia Act 1911*.

Vice-Chancellor (VC) means the person at the time holding or acting in the office of the VC of the University, or the VC's nominee.

4. Aboriginal and Torres Strait Islander Employment

- 4.1 The University acknowledges that its campus is situated on Whadjuk Noongar land, and that Whadjuk Noongar people remain the spiritual and cultural custodians of their land, and continue to practise their values, languages, beliefs and knowledge.
- 4.2 The University is committed to the achievement of Aboriginal peoples' rights, aspirations and potential, and the recognition of Indigenous knowledge, culture and values.
- 4.3 The University will continue to develop and implement an active and responsive long term strategy, which will enrich and advance Indigenous employment within the University.
- 4.4 The strategy will include an objective to achieve, Aboriginal and Torres Strait Islander employment of 2% of full-time equivalent University Employees by 2021. On 2016 staffing figures this would equate to 77 FTE.
- 4.5 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.
- 4.6 The University will recognise the importance of cultural activities, such as NAIDOC week, for Indigenous Australians and support their participation in these activities as legitimate employee development.
- 4.7 Aboriginal and Torres Strait Islander Employees will receive an additional 2 days of paid Cultural Leave in any 1 calendar year to participate in recognised activities of an Indigenous Australian cultural and ceremonial nature.
- 4.8 Leave provided under this clause does not accumulate from year to year.

5. Intellectual Freedom

- 5.1 The University will act in a manner consistent with the protection of intellectual freedom in accordance with the University's Code of Ethics and Code of Conduct.
- 5.2 Notwithstanding clause 5.1, Employees will use their right to intellectual freedom of enquiry and expression in a professional and ethical manner and will not harass, vilify, intimidate or defame the University or its Employees.
- 5.3 Intellectual freedom includes the right to:
- (a) express opinions about the operations of the University and higher education policy;
 - (b) pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
 - (c) participate in public debates and express opinions about issues and ideas related to their discipline area;
 - (d) participate in professional bodies including industrial associations and community service without fear of harassment, intimidation or unfair treatment;
 - (e) Express unpopular or controversial views.

PART B: CONTRACT OF SERVICE

6. Contracts of Employment

Types of Employment

- 6.1 Employees may be engaged on one or more of the following types of employment:
- (a) ongoing;
 - (b) fixed term;
 - (c) ongoing contingent funded; and/or
 - (d) casual.
- 6.2 Employees, excluding Casual Employees, will be advised in writing of:
- (a) the title of the position;
 - (b) the terms of their engagement, including whether they are engaged on a full-time or part-time basis;
 - (c) if the position is part-time, the employment fraction;
 - (d) the salary range applicable for the position;
 - (e) the commencing salary;
 - (f) whether the position is ongoing or fixed term, in which case it will specify the term for which the position is being offered;
 - (g) any probationary period applicable; and

- (h) whether the position is subject to External Funding and the consequences for continued employment in the event that funds are withdrawn.

Part-time Employees

- 6.3 The terms of this Agreement will apply on a *pro rata* basis to Part-time Employees on the basis of their ordinary hours compared to Full-time Employees' hours.

Duties

- 6.4 An Employee's duties and responsibilities may be varied by the University, provided that they are within their range of skills, qualification, competence and training.

7. Ongoing Employment

- 7.1 An ongoing Employee has an indefinite period of employment.
- 7.2 Ongoing employment may be on a full-time or part-time basis.

8. Fixed Term Employment

- 8.1 **Fixed Term Employment** means employment for a specified term or ascertainable period.
- 8.2 Breaks between fixed term appointments of up to 2 times per year and up to 6 weeks will not constitute breaks in service.
- 8.3 Periods of approved leave without pay or casual employment will not count for service but will not constitute breaks in service.
- 8.4 The use of fixed term employment will be limited to work that comes within the description of one or more of the following:
- (a) **Specific task or project:** a definable work activity that has a starting time and is expected to be completed within an anticipated period. Without limiting the generality of that circumstance, it may also include a period of employment provided for by specific External Funding.
 - (b) **Research:** where an Employee is engaged on research only functions for a fixed term period not exceeding 5 years.
 - (c) **Replacement Employee:** is limited to the following circumstances:
 - (i) where an Employee is filling in for another Employee for a definable period; or
 - (ii) where an Employee performs the duties of a vacant position that the University has decided to fill and recruitment action has commenced.
 - (d) **Recent Professional Practice:** fixed term employment not exceeding 2 years where a curriculum requires that the person who performs the work has recent practical or commercial experience.
 - (e) **Student:** where the University offers a fixed term teaching fellowship to a person who is enrolled as an undergraduate or postgraduate student of the University in the following circumstances:
 - (i) the employment is for a period that at maximum is until they receive their final University results; and
 - (ii) the employment is in an area relating to the student's area of study.

- (f) **Pre-retirement:** where an Employee declares an intention to retire, a fixed term contract not exceeding 5 years may be offered.
- (g) **Organisational Change:** where all or part of the University is undergoing, or is about to undergo, organisational change that may result in the position being abolished, a fixed term contract not exceeding 1 year may be offered. Such extensions as necessary to permit conclusion of any discontinuing activity are permitted, as agreed.
- (h) **New initiative:** where the University has a new initiative (i.e. new field of research, new service, new course etc.) with uncertainty regarding its continued operation, a fixed term contract not exceeding 3 years may be used.

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

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

8.6 A fixed term Employee may apply for conversion to ongoing status provided that the following requirements are met:

- (a) the Employee has completed at least 12 months' continuous service;
- (b) the Employee is on a second or subsequent fixed term contract;
- (c) the Employee was employed through a competitive selection process; and
- (d) the Employee has successfully completed a staff appraisal.

The University may refuse conversion on reasonable grounds.

9. Ongoing Contingent Funded Employment

9.1 **Ongoing Contingent Funded Employment (OCFE)** means employment with limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.

9.2 An OCFE appointment may be on a full-time or part-time basis.

9.3 A fixed term research intensive Employee may be appointed to an OCFE contract where they:

- (a) are 0.5 FTE or more;
- (b) have been employed continuously by the University for at least 3 years;
- (c) are to be appointed to their second or subsequent consecutive contract; and
- (d) meet the definition of 'research active' as it applies in their Faculty.

9.4 If funding is no longer available to cover an Employee's salary under an OCFE contract, the Employee may apply to transfer to a safety net scheme for a maximum of 1 year.

9.5 On expiry of a safety net scheme period, the Employee will:

- (a) be appointed on a new OCFE contract if funding has become available; or
- (b) have their employment terminated in accordance with clause 41.

9.6 The provisions of:

- (a) clause 8 – Fixed Term Employment;
- (b) clause 36 – Consultation on Organisational Change; and
- (c) clause 44 – Redundancy,

do not apply to Employees appointed on an OCFE contract.

10. Casual Employment

10.1 A Casual Employee is engaged and paid by the hour. It is recognised that casual academic work can involve both contact time and associated non-contact time for duties such as preparation, marking performed during a lecture or tutorial and student consultation.

10.2 Casual Employees will be paid for the classification in which they are employed in accordance with Schedule B. The payment includes a casual loading of 25%, which is in compensation for all paid leave entitlements, penalties and loadings, and Redundancy or severance pay entitlements which a Casual Employee is not entitled to receive.

11. Probation

Fixed Term Employees

11.1 Fixed term Employees will be subject to a probationary period as follows:

Duration of fixed term appointment	Duration of probationary period
Up to and including 2 years	3 months, with extension up to 6 months in total.
Greater than 2 years	6 months.

11.2 Where a fixed term appointment requiring teaching duties commences prior to the commencement of a teaching semester, the probationary period will be extended so that it falls during semester.

11.3 Any second or subsequent fixed term contract which does not follow a substantial break in service with the University will not contain a probationary period, unless involving significantly different duties and/or discipline.

11.4 Fixed term Employees who are successful in attaining ongoing status may be subject to a period of probation as per clause 11.5.

Ongoing Employees

11.5 An Employee being granted ongoing employment may be required to undergo probation or a further probation period as follows:

Classification Level	Duration of probationary period	Extension available
A	5 years.	In exceptional circumstances. May also be shortened where the Employee has already held an academic appointment of no less than 0.5 FTE at the University requiring annual reviews immediately prior to

		the current appointment.
B	3 years.	By 2 periods of 1 year each. May also be shortened.
C, D, E	Up to 3 years.	By 2 periods of 1 year each. May also be shortened.

- 11.6 A fixed term Employee who is successful in attaining ongoing employment may be subject to a further period of probation as above.
- 11.7 An Employee who is promoted prior to the expiry of their probation may have the remainder of their probationary period waived, subject to the approval of the VC.
- 11.8 Where the University is intending to terminate the appointment of an Employee prior to the expiry of the period of probation, the Employee will be advised in writing and will be given an opportunity to respond to any adverse material that the University intends to take into account in making the decision.

Expiry of Probation

- 11.9 Upon expiry of the probation, the University may:
- (a) confirm the appointment;
 - (b) annul the appointment; or
 - (c) extend the period of probation in accordance with clause 11.1 or 11.5.
- 11.10 Any decision made by the University under clause 11.9 will be final and not subject to further appeal, Grievance, Dispute or challenge under this Agreement or University procedures.
- 11.11 An Employee will be advised of, and given an opportunity to make response to, any adverse material about the Employee which the University intends to take into account in a decision to annul the employment upon or before the expiry of the period of probation.

12. Offshore Work

- 12.1 For the purposes of this clause **Offshore Work** will mean work performed outside of Australia requiring an Employee to undertake duties within the scope of their normal roles.
- 12.2 An Employee may be directed to work offshore where Offshore Work is a genuine requirement of the position.
- 12.3 Where an Employee is not required to perform Offshore Work as a specific condition of employment, the University may request that the Employee perform Offshore Work for a specified period or task. An Employee may reasonably refuse such a request. Grounds for reasonable refusal include but are not limited to family responsibilities, prior personal or professional commitments, and education commitments.
- 12.4 Employees directed to perform Offshore Work will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
- 12.5 Except in the case of an emergency, 2 weeks' notice will be given to an Employee prior to any period of Offshore Work.
- 12.6 This clause does not apply to the following:
- (a) requests by an Employee to perform Offshore Work for a specified period or task. Such tasks will include but are not limited to attendance at conferences, seminars and workshops, consultancy, field trips for the purpose of research and scholarship

and representing the discipline at international scholarly committees or associations; and

- (b) absences related to professional development;
- (c) sabbatical; and
- (d) teaching off-load.

PART C: CLASSIFICATIONS AND REMUNERATION

13. Classifications

- 13.1 Employees covered by this Agreement will be classified according to the structure set out in Schedule C.

14. Remuneration and Salary Packaging

- 14.1 Employees, other than Casual Employees, will be paid in accordance with the salaries contained in Schedule A.
- 14.2 Casual Employees will be paid the casual rates contained in Schedule B.
- 14.3 The remuneration specified in Schedule A and B are minimum rates of pay only.
- 14.4 Employees, other than a Casual Employee, appointed to Level A under Schedule A who possess a PhD or are appointed as a course controller will not receive a salary of less than Level A.8.

Salary Packaging

- 14.5 The University and an Employee may agree to enter into a salary packaging agreement.
- 14.6 Under a salary packaging agreement, the Employee and University agree to reduce the minimum salary payable under Schedule A in order to provide a package comprised of a reduced salary and packaged items.
- 14.7 Where a salary packaging agreement is agreed between an Employee and the University, the salary that would otherwise be payable under Schedule A will be used as the basis for calculating the following entitlements:
- (a) leave loading;
 - (b) payment of leave on termination;
 - (c) redundancy payments; and
 - (d) early retirement payments.
- 14.8 The reduced salary payable under the salary packaging agreement will be paid during all forms of paid leave.
- 14.9 Salary packaging is not available to Casual Employees.

15. Payment of Salary

- 15.1 Salaries (including allowances) will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 15.2 The University may deduct from an Employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any amount provided for by this Agreement.

16. Management of Overpayments

- 16.1 Where it can be proved that an Employee has been provided with payment and/or monetary entitlements to which the Employee was not entitled, the University may recover the overpayment from the Employee at the earliest opportunity.
- 16.2 As soon as practicable the University will inform the Employee of any overpayment providing:
- (a) the circumstances of the overpayment;
 - (b) the amount to be repaid; and
 - (c) options available for repayment including an periodical and lump sum repayments.
- 16.3 The University and the Employee may then agree to the proposed recovery arrangement.
- 16.4 An Employee may apply to the DHR in writing for a variation to the recovery arrangement.
- 16.5 If no agreement is made within 2 pay periods from notification of the overpayment, the Employee authorises the University to deduct the debt through salary deduction:
- (a) in full in the next available pay period in instances where the amount is up to 20% of the total salary instalment payable; or
 - (b) in instalments equivalent to 20% of the total salary instalments, from the next available pay period, until the amount is repaid.
- 16.6 Where an Employee is leaving the University, the University will deduct the amount in full from the Employee's cessation payments.
- 16.7 This clause does not preclude the University's legal right to pursue recovery of any outstanding monies.

17. Incremental Progression

- 17.1 At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one step to the next within a level unless it can be demonstrated that the Employee has not performed satisfactorily over a minimum period of 12 months at the relevant step.
- 17.2 Where matters of concern arise within 6 months of the due date of increment progression, payment of the increment may be deferred for a maximum of 6 months to enable resolution of the matter. Where the concerns are satisfactorily resolved within the 6 month period, payment of the increment will be made retrospectively.
- 17.3 Movement to a higher classification level will only occur by way of promotion or re-classification.
- 17.4 The VC may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.

18. Salary Increases

18.1 This Agreement provides for a salary and casual rate increase to be paid in instalments as follows:

Increase in the rates of pay by	Effective from the first full pay period on or after
\$1,100	22 January 2018
1.25%	22 January 2019
\$1,100 plus 0.75%	22 January 2020
2.6%	22 January 2021

18.2 These increases are set out in Schedule A and Schedule B.

19. Superannuation

19.1 The University will make superannuation contributions for all Employees to UniSuper, which provides a complying product.

19.2 The University will make employer superannuation contributions as follows:

- (a) 17% employer superannuation contributions for Employees engaged on an ongoing contract.
- (b) 17% employer superannuation contributions for fixed term Employees with 2 years or more continuous service or on a contract with a term of more than 2 years.

19.3 For all other Employees, the University will make employer superannuation contributions of 9.5%, or the minimum compulsory employer contributions at the applicable legislation and fund requirement rates whichever is the greater.

19.4 The University may agree to adjust the employer contribution rate at the request of the Employee provided that:

- (a) the adjustment is permitted by law;
- (b) the adjustment is consistent with UniSuper's requirements; and
- (c) any reduction in superannuation will be paid as non-superannuable salary.

Increase to Superannuation - 2021

19.5 From the first pay period on or after 30 June 2021 the University employer superannuation contributions for all fixed term Employees will be 17%.

20. Academic workloads

20.1 The scope of academic work may include teaching, research, administration and service to the University, broader community and industry.

20.2 Academic workload consists of both assigned and self-directed tasks. Workload will be allocated to Employees:

- (a) with regard to the following:
 - (i) the academic role undertaken by a particular Employee, including consideration to assist early career academics by limiting administrative workload;

- (ii) an equitable and transparent distribution of workload across a discipline, a School, and the University;
 - (iii) the operational requirements of the University;
 - (iv) planned leave; and
 - (v) individual circumstances as contemplated by Section 65 (1A) of the Act; and
- (b) in accordance with:
- (i) the principles contained in the University Workload Framework; and
 - (ii) the School Workload Model.
- 20.3 The basis for full-time workload allocations will be 1725 hours per year. This figure represents a full-time workload for 52 weeks (1950 hours), less 4 weeks (150 hours) annual leave and 10 days (75 hours) of public holidays or days in lieu of public holidays. Workload allocation for Part-time Employees will be calculated on a *pro rata* basis.
- 20.4 An Employee who, on grounds that their workload allocation has not been made in accordance with the matters set out in clause 20.2, is dissatisfied with their workload allocation may seek a review by the Head within 10 working days of receiving their allocation.
- 20.5 If the Employee is not satisfied with the outcome of action taken under clause 20.4 above then the Employee may seek a review by the Dean. A review request will be set out in writing, be particularised and state the outcome being sought.
- 20.6 The Dean will consider the matter within 5 working days, having regard to the matters set out in clause 20.2.

School Workload Models

- 20.7 The Head will, in consultation with Employees of the School (or equivalent), develop School Workload Models providing for the allocation of academic work in each School (or equivalent) in accordance with the University Workload Framework.
- 20.8 School Workload Models will be:
- (a) used to allocate teaching loads within the School (or equivalent) on an annualised basis; and
 - (b) finalised and communicated to Employees by the end of the preceding academic year.
- 20.9 School Workload Models will be made available to all Employees in a School and be in such a form that enables an Employee to compare their workload with the model.
- 20.10 The teaching component of an Employee's workload will usually comprise:
- (a) delivery of class contact teaching, whether face to face or online; and
 - (b) other teaching-related activities, including but not limited to: unit coordination, unit development, and assessment marking.
- 20.11 School Workload Models will specify the number of weeks per year which will be the maximum period over which a Full-time teaching and research Employee will be required to carry out the duties in clause 20.10(a) and which:
- (a) will ordinarily be 26 weeks, but may vary according to the practice in the discipline; and

- (b) may be varied in its application to an Employee with the agreement of that Employee.

Academic Workload Advisory Committee

20.12 The Academic Workload Advisory Committee will:

- (a) provide advice to the SDVC on academic workload related matters;
- (b) review and monitor the University Workload Framework and changes to School Workload Models to ensure that the provisions of this clause are observed and where appropriate provide recommendations to the SDVC;
- (c) ensure that each School Workload Model provides a reasonable basis for determining comparison of workload quantum across the University; and
- (d) identify matters of concern, if any, arising out of its review of School Workload Models.

20.13 The Academic Workload Advisory Committee will comprise:

- (a) Chair, being a nominee of the SDVC who will be an Employee;
- (b) President, NTEU, or their nominee who will be an Employee;
- (c) 4 Employees appointed by the SDVC, in consultation with the President, NTEU UWA Branch; and
- (d) DHR or their nominee in an advisory capacity.

20.14 Membership may be varied by agreement between the SDVC and the President of the NTEU UWA Branch. An Executive Officer will be appointed to the Academic Workload Advisory Committee.

Other

20.15 This clause does not apply to Casual or sessional Employees.

PART D: LEAVE

21. Annual Leave

21.1 This clause does not apply to Casual Employees.

21.2 A Full-time Employee is entitled to 4 weeks (150 hours) of paid annual leave for each completed year of service with the University, accrued on a *pro rata* basis of 5.77 hours per completed fortnight of service.

21.3 Part-time Employees are entitled to annual leave on a *pro rata* basis.

21.4 Annual leave is paid at the Employee's ordinary rate of pay unless otherwise specified.

21.5 Annual leave will normally be taken in periods of at least 1 week. The minimum period of leave that may be taken is 1 hour.

21.6 Employees are encouraged to take accrued leave prior to the expiry of their appointment or resignation provided that Employees on an externally funded fixed term contract may be required to clear any leave entitlements prior to the expiry of the contract.

- 21.7 The University must not unreasonably refuse to agree to a request by the Employee to take paid leave provided that the clearance of leave will have regard to the work and teaching commitments of the Employee and the convenience of the work area.
- 21.8 Annual leave must be cleared where possible:
- (a) in the case of the first entitlement by the end of February in the year following commencement; and
 - (b) within the calendar year it accrues thereafter.
- 21.9 University recognised holidays as recognised in clause 25 or days taken in lieu of those days occurring during periods of annual leave will not be deducted from leave entitlements.
- 21.10 An Employee may elect to access up to a full year's leave entitlement in advance subject to the operational requirements of the work area. If the Employee subsequently resigns and has a negative entitlement, the Employee is required to repay the overdrawn entitlement. The University may deduct the amount of the overdrawn entitlement from the Employee's final payment.

Direction to Take Annual Leave

- 21.11 For the purpose of this clause **Excess Annual Leave** means an accrued annual leave entitlement that equals or exceeds 30 days' leave or the equivalent hours (or the *pro rata* equivalent for Part-time Employees).
- 21.12 If an Employee has accrued Excess Annual Leave the Employee will be notified and will be provided 4 weeks in which to make arrangements which will include appropriate applications for leave to reduce their leave balance to a level acceptable to the University.
- 21.13 The taking of such leave will be managed in accordance with this Agreement and leave procedures established by the University.
- 21.14 If the Employee has not made arrangements to reduce their leave to a level acceptable to the University within 4 weeks of being notified, and where it is reasonable to do so, they may be directed with 8 weeks written notice to take a period of their accrued annual leave entitlement. An Employee cannot be directed to reduce their leave balance to less than 4 weeks.

Cashing Out of Annual Leave

- 21.15 The University and an Employee may agree to cash out annual leave on reasonable grounds, which may include financial hardship.
- 21.16 An Employee may make an application in writing to the DHR or nominee to cash out a minimum of 1 week's annual leave.
- 21.17 A minimum balance of 4 weeks' annual leave must be maintained for an application to cash out annual leave to be accepted.
- 21.18 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.
- 21.19 Cashed out annual leave does not count as service.

Annual leave loading

- 21.20 An Employee, excluding a Casual Employee, will accrue an annual leave loading equal to 17.5% of 4 weeks' salary per calendar year.
- 21.21 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males in the September quarter immediately preceding payment.

- 21.22 An Employee who commences after 1 January in any year is entitled to a *pro rata* annual leave loading for the period of service in that year.
- 21.23 Annual leave loading is paid in November or the first pay period in December of each year.
- 21.24 Where an Employee ceases employment prior to the annual payment of leave loading, payment of *pro rata* annual leave loading applies.

22. Personal/Carer's Leave

- 22.1 Employees, excluding Casual Employees, are entitled to 12.5 days paid personal leave for each year of completed service with the University which can be taken as personal leave or carer's leave.
- 22.2 On appointment, new Employees will be credited with 46.87 hours' personal/carers' leave or *pro rata* equivalent for Part-time Employees. After the completion of 6 months' service, personal/carers' leave accrues progressively according to the Employee's ordinary hours of work and accumulates from year to year.

Personal Leave

- 22.3 An Employee is entitled to paid personal leave if they are not fit for work due to a personal illness or injury or are experiencing family and domestic violence.
- 22.4 Where an Employee is accessing personal leave, the Employee must:
- (a) provide their Manager notice of the absence and expected period of the absence as soon as practicable; and
 - (b) provide a medical certificate from a Registered Health Practitioner in the following circumstances:
 - (i) where the leave is for a period of 3 or more consecutive working days;
 - (ii) where the Employee is unable to resume work following another period of leave; or
 - (iii) where requested by the DHR in accordance with University policy.
- 22.5 Where an Employee suffers a personal illness during a period of annual leave or long service leave and provides a certificate from a relevant Registered Health Practitioner on their return from this period of leave, the Employee will be credited with additional annual or long service leave, whichever is applicable for the period they were certified as ill.

Carer's Leave

- 22.6 An Employee is entitled to paid carer's leave to provide care or support to a member of their Immediate Family, person for which they have caring responsibilities or member of their household because of:
- (a) a personal illness or injury;
 - (b) an unexpected emergency; or
 - (c) family and domestic violence.
- 22.7 Where an Employee accesses carer's leave the Employee must:
- (a) provide their Manager with notice of the absence and expected period of the absence as soon as practicable; and

- (b) provide evidence to satisfy a reasonable person, such as a medical certificate or statutory declaration.
- 22.8 Employees, including Casual Employees, are entitled to 2 days of unpaid carer's leave per occasion as specified in clause 22.6. However, an Employee is not entitled to take unpaid carer's leave if they have access to paid personal leave.
- 22.9 Unpaid carer's leave may be taken as a single period of up to 2 days, or any separate periods to which the Employee and University agree.

Personal Leave on Termination

- 22.10 Unused personal leave is not paid out on termination.
- 22.11 If an Employee who has retired on medical grounds subsequently resumes duty within 12 months of retirement, the Employee's personal leave credits at the date of the Employee's retirement will be reinstated.
- 22.12 If an Employee resigns or their contract expires and is subsequently reappointed by the University within 8 weeks, the Employee retains any existing personal leave entitlement under this clause.

Casual Exclusion

- 22.13 Except for unpaid carer's leave, this clause does not apply to Casual Employees. When taking unpaid carer's leave, Casual Employees must comply with the notice and evidence requirements.

23. Compassionate Leave and Cultural Leave

- 23.1 Where an Employee accesses leave under this clause the Employee must:
- (a) provide the University notice of the absence and expected period of the absence as soon as practicable (which may be after the leave has started); and
 - (b) if requested, provide information that would satisfy a reasonable person that the absence was taken for the reason the leave is available.

Compassionate Leave

- 23.2 Employees are entitled to 2 days' leave per occasion where a member of their Immediate Family or household:
- (a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life; or
 - (b) dies.
- 23.3 Compassionate leave must be taken for a minimum period of 1 hour and may be taken as:
- (a) a single continuous 2 day period;
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods as agreed between the Employee and the Head.
- 23.4 Casual Employees are only entitled to unpaid compassionate leave.
- 23.5 Leave granted in accordance with this clause for the purpose of providing care or support to a member of the Employee's Immediate Family, or a member of the Employee's household may be approved in conjunction with any other accrued leave.

Cultural Leave

- 23.6 **Cultural Leave** means leave taken for legitimate ceremonial and cultural purposes to meet the Employee's customs, traditional law and participation in ceremonial activities.
- 23.7 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Cultural Leave in any 1 calendar year. Part-time Employees and Employees engaged on a fixed term contract of less than 12 months receive a *pro rata* entitlement.
- 23.8 Cultural Leave must be taken in a period of at least 1 hour and not more than 15 consecutive hours.
- 23.9 Employees who are Aboriginal and Torres Strait Islanders are also entitled to an additional 2 days' leave in accordance with clause 4.

24. Community and Other Leave Entitlements

- 24.1 This clause sets out an Employee's entitlement to community service and other leave entitlements.
- 24.2 The leave available under this clause includes reasonable travel time associated with the activity and rest time immediately following the activity.
- 24.3 In order to access leave under this clause, an Employee must as soon as practicable provide the Head with notice of their absence, including the expected period of the absence.
- 24.4 The provisions of this clause do not apply to Casual Employees, unless otherwise stated.

Jury Service Leave

- 24.5 An Employee, including a Casual Employee, who is required to serve on a jury is entitled to paid leave for such period as necessary to carry out the duties as a juror.
- 24.6 The Employee is not entitled to jurors' fees except for travel.
- 24.7 Payment for jury service leave will be reduced by any amount an Employee receives as jury service pay.

Emergency Services Leave

- 24.8 An Employee who is a volunteer member of a recognised emergency management body is entitled to paid leave for attendance at a voluntary emergency management activity.
- 24.9 Casual Employees are entitled to unpaid leave under this clause.

Defence Force Reserves Training Leave

- 24.10 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to:
- (a) up to 4 weeks' paid leave per year to attend a training camp, school, class or course of instruction;
 - (b) up to an additional 4 days' paid leave if the Commanding Officer of a unit certifies that it is essential for the Employee to be at an annual camp in an advance or rear party; and
 - (c) in the first year of the Defence Force Reserves, an additional 2 weeks' paid leave for recruit training purposes.

Veteran's Leave

- 24.11 An Employee who has an illness caused by or related to war service as certified by the Department of Veteran's Affairs and a Registered Health Practitioner is entitled to 112.5 hours' paid leave per year.
- 24.12 Veteran's leave may accrue up to 337.5 hours with the approval of the VC or nominee.

International Sporting Events Leave

- 24.13 An Employee chosen to represent Australia as a competitor or an official at a recognised international sporting event is entitled to a maximum of 10 consecutive days' paid leave, to be used for the period of the competition plus reasonable travel time.

Family and Domestic Violence

- 24.14 The University is committed to supporting an Employee who experiences family violence to continue to participate in the workforce and maintain their employment through a broad range of support in accordance with University policy which may include access to a safe workplace and changes to email addresses and phone numbers.
- 24.15 An Employee experiencing family violence, will be entitled to access at short notice, leave without pay, annual leave, personal/carer's leave, and long service leave.

25. Holidays and Close Down

- 25.1 Subject to clause 25.2, the following days will be observed as holidays: New Year's Day, Special New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State public holidays or University holidays.
- 25.2 When Labour Day, Western Australia Day, or Sovereign's birthday fall on a day other than a Monday, the next following Monday will be the holiday instead of such day.
- 25.3 The University will have discretion to implement not more than 2 close down periods, to a total of 10 working days, per calendar year in close proximity to Christmas and Easter, provided that an Easter close down period cannot be more than 5 working days per year.
- 25.4 All close down periods must be notified to Employees no less than 12 months in advance, save for any such notification in 2018 which must be no less than 6 months in advance.
- 25.5 During a close down period affected Employees are required to take, annual leave, long service leave or leave without pay provided that:
- (a) Employees who are required to work on holidays that are not observed as University Holidays will receive 1 day's leave in lieu to be taken during the closedown period;
 - (b) the University may, by agreement with affected Employees, nominate other close down periods based on operational requirements; and
 - (c) the method for seeking agreement in clause 25.5(b) will be agreed between the University and the Union.
- 25.6 Clause 25.4 does not apply to Casual Employees.

26. Workplace Relations Leave

- 26.1 An Employee, except for Casual Employees, will be granted up to 37.5 hours paid leave every calendar year to attend workplace relations training provided that:
- (a) a written application is made to the DHR at least 4 weeks prior to the commencement of the course;
 - (b) the application sets out the subject, the commencement date, the length of course, the venue and the organisation that is conducting the course; and
 - (c) the Employee has been employed by the University for at least 12 months.
- 26.2 Such leave may be combined providing an Employee with 75 hours in a calendar year and zero hours the following calendar year.
- 26.3 Workplace relations training will include approved short courses, seminars or conferences and includes necessary travel time.
- 26.4 Paid leave during ordinary working hours will be granted to an Employee who is:
- (a) required to give evidence before any industrial tribunal;
 - (b) an Employee Representative and is required to attend:
 - (i) negotiations and/or conferences with the University;
 - (ii) University approved consultative committees or working parties; or
 - (iii) meetings preliminary to negotiations or industrial tribunal.
- 26.5 Paid leave in accordance with clause 26.4 will only be granted for the minimum period necessary provided that:
- (a) a written application is made to the DHR; and
 - (b) reasonable notice is given.
- 26.6 Payments for leave will be made at the ordinary rate of pay for the Employee's ordinary hours of work. It will not include shift allowances, penalty rates or overtime.
- 26.7 Where a public holiday or rostered day off falls during the duration of leave, a day off in lieu of that day will not be granted.
- 26.8 The University is not liable for any expenses incurred by the Employee.
- 26.9 The granting of leave is subject to University operational requirements.
- 26.10 An Employee will not be entitled to paid leave to attend workplace relations matters other than as set out in this clause.

27. Purchased Leave

- 27.1 A **Purchased Leave Arrangement** is where an Employee can apply to purchase up to 8 weeks' additional leave per year. The Employee agrees to a reduction in salary or wage over a 52 week period, equal in value to the additional leave purchased.
- 27.2 An Employee and the University may agree to a Purchased Leave Arrangement, subject to University policy and the following requirements:
- (a) the arrangement will apply for 12 months and must be renegotiated annually;

- (b) additional leave may only be purchased in weeks, not days;
 - (c) purchased leave counts as service for all purposes; and
 - (d) purchased leave will be taken at a mutually agreed time during the 12 month period.
- 27.3 Where an Employee has been unable to take the purchased leave, their salary or wage will be adjusted at the expiry of the 12 month period to refund the purchased leave.
- 27.4 Payments made to an Employee accessing their leave accrued prior to the commencement of a purchased leave arrangement will be paid at the ordinary rate of pay that applied prior to the arrangement. Personal leave or any other paid leave accrued during the arrangement will be paid at the reduced rate.

28. Deferred Salary Scheme

- 28.1 An Employee may apply for a deferred salary scheme by electing to take a reduced salary to obtain additional leave as follows:

Duration of service in scheme	Payment rate for service years (% of salary)	Leave
4 years	80%	1 years' leave at 80% of salary
4.5 years	90%	6 months' leave at 90% of salary
2 years	80%	6 months' leave at 80% of salary

- 28.2 Leave taken under this clause counts as service for all purposes, except for salary increments.
- 28.3 The following periods will be deemed non-participatory periods for the purposes of the deferred salary scheme, delaying the commencement of the leave year:
- (a) secondments where the outside organisation pays;
 - (b) leave without pay;
 - (c) personal leave without pay greater than 3 months; and
 - (d) unpaid Parental Leave.
- 28.4 An Employee may elect to maintain superannuation contributions based on the full-time rate, or to alter the contributions to the appropriate proportion of the new salary. An Employee who elects to maintain contributions at the full-time rate will be responsible for maintaining the difference in the University's contribution between the new salary and full-time rate.
- 28.5 The Employee may withdraw from the deferred salary scheme by providing written notice. A lump sum payment of salary foregone to that time will be made and the Employee will not be entitled to an equivalent absence from duty.
- 28.6 An Employee may not work for the University during the period of leave provided under this clause.
- 28.7 Payments made to an Employee accessing their leave accrued prior to the commencement of a deferred salary scheme will be paid at the ordinary rate of pay that applied prior to the deferred salary scheme. Personal leave or paid leave accrued during the arrangement will be paid at the reduced rate.

29. Leave Without Pay

- 29.1 The University may grant leave without pay upon application by an Employee and in accordance with University policy.
- 29.2 Any period of leave without pay granted under this clause will not exceed 12 months in the first instance.
- 29.3 The minimum period of leave without pay that may be granted is 1 day.
- 29.4 The University will normally require that an Employee will exhaust all leave credits before commencing a period of leave without pay except in the following circumstances;
- (a) accessing unpaid Parental Leave subject to the Parental Leave provisions at clause 31;
 - (b) providing care or support for an Employee's Immediate Family as defined at clause 22;
 - (c) for the purposes of accepting a secondment opportunity with another employer;
 - (d) where personal illness or injury is supported by a medical certificate, provided that leave without pay for personal illness or injury cannot be taken if the Employee has access to paid personal leave; or
 - (e) where the Employee is experiencing family and domestic violence.
- 29.5 An Employee on leave without pay for a period of 6 months or more will give 6 months' written notice of their intention to return to the University at the end of the leave period except where:
- (a) the leave is for reasons of providing care as per clause 29.4(b);
 - (b) the leave is instances of personal illness or injury as per clause 29.4(d); or
 - (c) a lesser period of notice is agreed.
- 29.6 Any period of leave without pay taken by an Employee will not constitute a break in service however any period that exceeds 2 weeks will not form part of the Employee's service period unless decided otherwise by the University.
- 29.7 Subject to the provisions of clause 25, no payment will be made for a University holiday falling within a period of leave without pay.
- 29.8 There is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay unless the Employee suffers an illness resulting from pregnancy while on unpaid Parental Leave.
- 29.9 No allowances will be paid during periods of leave without pay.
- 29.10 This clause does not apply to Casual Employees.

30. Long Service Leave

- 30.1 An Employee is entitled to 13 weeks long service leave, on full pay, after 10 years continuous service.
- 30.2 An Employee is entitled to an additional 13 weeks long service leave, on full pay, for each subsequent period of 10 years continuous service.
- 30.3 Where an Employee's FTE has varied during the accrual period, the Employee's ordinary hours for calculating long service leave will be averaged over the period.

- 30.4 An Employee may apply to take *pro rata* long service leave after 7 years in the first qualifying period and 3.5 years in the second and subsequent qualifying periods.
- 30.5 An Employee who takes any *pro rata* long service leave in accordance with clause 30.4 will not be liable to repay any monies representing *pro rata* long service leave if the Employee subsequently ceases to be employed prior to accruing the full entitlement.
- 30.6 Any holidays, as defined in clause 25, occurring during a period of long service leave will not be treated as long service leave and extra days will be granted.
- 30.7 An Employee must take long service leave as soon as possible after it accrues. An Employee who does not clear the entitlement within 5 years of accrual, will cease to accrue any further long service leave until the entitlement is cleared.
- 30.8 Notwithstanding clause 30.7, an Employee who has given written notice of their retirement must not be required to take long service leave within 24 months of retirement.
- 30.9 Where there are exceptional circumstances and the operational requirements of the University have prevented the Employee from taking long service within 5 years of an entitlement being due, the University will approve an extension mutually agreed between the University and the Employee.
- 30.10 Where an Employee provides more than 6 months' notice, the taking of long service leave will be at a time of the Employee's choosing, unless the University establishes in exceptional circumstances that arrangements cannot be reasonably put in place for the time requested.
- 30.11 If the taking of long service leave is denied in accordance with clause 30.10:
- (a) it will be deemed that the Employee has been approved to defer taking long service leave; and
 - (b) an alternative arrangement, which is at the convenience of the Employee, should be agreed, where practicable, within 1 month of denial.
- 30.12 Where an Employee provides less than 6 months' notice, the time of taking long service leave will be considered subject to operational requirements of the University.
- 30.13 The University and the Employee may agree, in writing, that the Employee cash out a proportion of their accrued long service leave on any reasonable grounds including financial hardship.
- 30.14 A lump sum payment for an accrued long service leave entitlement will be paid to an Employee who resigns or has their employment terminated for any reason.
- 30.15 A lump sum payment for *pro rata* long service leave will be paid where:
- (a) an Employee genuinely retires;
 - (b) an Employee is retired for ill health or any other cause and the Employee has completed at least 3 years' continuous service prior to the date of retirement;
 - (c) an Employee has died and the Employee has completed at least 12 months continuous service prior to the date of death;
 - (d) the University has terminated the employment of an Employee for any reason other than serious misconduct and the Employee has served a minimum continuous period of employment of 5 years; or
 - (e) an Employee resigns and the Employee has served a minimum continuous period of employment of 10 years.

- 30.16 The University will recognise service with other public universities and other public institutions where the institutions have reciprocal arrangements with the University for the purposes of long service leave entitlements.
- 30.17 Except as provided for under relevant applicable legislation, Casual Employees are not eligible for long service leave.

31. Parental Leave

Definitions

- 31.1 For the purpose of this clause:

Continuous Service means service given in accordance with the contract of employment, but does not include any period of unauthorised absence.

Employee Couple means 2 Employees of the University who are the spouse, de-facto or same sex partner of the other.

Partner means a person who is a spouse, de-facto or same sex partner of a Primary Care Giver.

Peri natal Death means the death of a foetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant within 28 days of birth.

Primary Care Giver means the Employee who will assume the principal role for the care and attention of a child or children.

Parental Leave is a reference to both paid and unpaid Parental Leave.

Eligibility

- 31.2 Employees are entitled to Parental Leave and associated entitlements under this clause if the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's Partner; or
- (b) the placement of a child with the Employee for adoption, provided the child:
 - (i) is under 16 years;
 - (ii) has not lived continuously with the Employee for a period of 6 months or more; and
 - (iii) is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner.

- 31.3 Casual Employees are not entitled to Parental Leave. However, long term Casual Employees are entitled to unpaid Parental Leave in accordance with the Act.

Unpaid Parental Leave

- 31.4 Employees who have or will have a responsibility for the care of the child are entitled to unpaid Parental Leave of up to 24 months, regardless of the length of their Continuous Service with the University.
- 31.5 The provisions of this Agreement with respect to unpaid Parental Leave supplement the entitlements provided by the Act and do not wholly replace or exclude the provisions of the Act.

Paid Parental Leave

31.6 An Employee who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

Length of Continuous Service at the time leave is to commence	Entitlement to paid Parental Leave
At least 12 months but less than 5 years	26 weeks at full pay <u>or</u> 52 weeks at half pay
5 years or more	36 weeks at full pay <u>or</u> 72 weeks at half pay

31.7 A fixed term Employee will cease to have an entitlement to paid Parental Leave on the date their contract expires.

31.8 Part-time Employees are eligible for *pro rata* paid Parental Leave entitlements.

31.9 An Employee is not entitled to receive paid Parental Leave concurrently with any paid Parental Leave entitlements received by their Partner through the Partner's employer, except for partner or paternity leave.

31.10 Where paid Parental Leave is taken at half pay, superannuation contributions will be made on a *pro rata* basis. Where an Employee elects to maintain superannuation contributions at the notional full-time rate, the Employee will be responsible for maintaining the difference between the notional full-time rate and the University's *pro rata* contribution.

31.11 To be eligible for a second or subsequent period of paid Parental Leave, the Employee must have returned to work with the University after each previous Parental Leave occasion:

- (a) for at least 12 months of Continuous Service, except where the pregnancy ended in still birth, miscarriage or Peri natal Death; and
- (b) at 50% or more of the fraction of employment the Employee held prior to commencing paid Parental Leave, provided that the return fraction is not less than 0.4 FTE.

31.12 An Employee who does not meet the requirements of clause 31.11 is entitled to 14 weeks' paid Parental Leave for a second or subsequent period of paid Parental Leave.

Still Birth, Miscarriage and Peri natal Death

31.13 If the pregnancy of an Employee ends by stillbirth, late term miscarriage or Peri natal Death and the Employee was otherwise entitled to paid Parental Leave under this clause, the Employee retains an entitlement to a maximum of 14 weeks' paid Parental Leave.

Commencement and Taking of Leave

31.14 Parental Leave must commence as follows:

Type of Parental Leave	Time of commencement
Pregnant Employee accessing Parental Leave	Up to 6 weeks prior to the expected date of birth of the child. The Employee may apply to commence the leave up to 20 weeks prior to the expected date of birth on medical or compassionate grounds. The University will not unreasonably refuse such request. However, the leave must not start later than the date of birth.
Primary Care Giver accessing paid Parental Leave (other than a pregnant Employee) with less than 5 years' service	Within 26 weeks of the date of birth or placement of the child.
Primary Care Giver accessing paid Parental Leave (other than a pregnant Employee) with 5 years' service or more	Within 36 weeks of the date of birth or placement of the child.
Unpaid Parental Leave (other than a pregnant Employee)	On the date of birth or day of placement of the child, or immediately following their Partner's Parental Leave if an Employee Couple is sharing the entitlement.
Adoption related Parental Leave	Must start on the day of placement of the child.

- 31.15 Paid Parental Leave must be taken in a single continuous period. Paid Parental Leave under clause 31.6 runs concurrently with unpaid Parental Leave.
- 31.16 Parental Leave may be shared between an Employee Couple who are assuming the role of Primary Care Giver.
- 31.17 Parental Leave may be taken concurrently by an Employee Couple for a maximum of 8 weeks.

Notice and Evidence Requirements

- 31.18 The Employee must provide the University 10 weeks' notice of the anticipated Parental Leave, including start and end dates. If that is not practicable, then as soon as practicable.
- 31.19 The Employee will provide reasonable evidence of the date of the birth, or expected date of the birth. In the case of adoption, the University may require evidence of the date of placement, or expected date of placement and that the adopted child is, or will be, under 16 years of age at the date of placement or expected date of placement.
- 31.20 The University may require reasonable evidence of Primary Care Giver or Partner status.

Partner Leave

- 31.21 An Employee who is the Partner of the birth mother or adoptive parent and who is not the Primary Care Giver is entitled to up to 8 weeks of partner leave.
- 31.22 An Employee who is a Partner according to clause 31.21 is entitled to partner leave as follows:

Length of Continuous Service at the time leave is to commence	Entitlement to partner leave
Less than 12 months'	Up to 3 weeks unpaid
At least 12 months'	Up to 2 weeks paid and Up to 6 weeks unpaid

31.23 Partner leave is to be taken within 3 months from the date of birth or placement of the child.

Transfer to a Safe Job

31.24 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the pregnant Employee to continue in her present duties:

- (a) the duties will be modified; or
- (b) the Employee may be transferred to a safe position at the same classification level until the Employee commences Parental Leave.

31.25 Where there is no safe position available the Employee is entitled to take paid no safe job leave for the period the Employee is deemed to be at risk.

Return to Work

31.26 An Employee may apply to end their Parental Leave early. Approval of the application is subject to Faculty, School or Section convenience and will not be unreasonably denied.

31.27 Where an application to return early is made by the birth mother within 6 weeks after the day on which the pregnancy ends, the application must be supported by a medical certificate indicating the Employee is fit to resume duty.

31.28 An Employee on return to work from Parental Leave is entitled to the same position or a position equivalent in pay, conditions and status commensurate with the Employee's skill and abilities required in the substantive position held immediately prior to proceeding on Parental Leave.

31.29 Where the Employee was transferred to a safe job, in accordance with this clause, the Employee is entitled to return to the position occupied immediately prior to transfer.

31.30 An Employee returning from Parental Leave is entitled to make a flexible working request in accordance with the Act, including a request to return on a part-time basis. Such request must be made at least 6 weeks prior to the expected return date.

31.31 Where an Employee returns to work on a part-time basis, they may revert to full-time hours at the same classification level within 2 years of returning from Parental Leave. However, where the return to work on a part-time basis was agreed for a specified period, the Employee may apply to return to full-time hours before the end of that specified period, and the University may only refuse such request on reasonable business grounds.

Effect of Parental Leave on Employment

31.32 Absence on paid Parental Leave counts as service for all purposes under this Agreement.

31.33 Absence on unpaid Parental Leave does not break continuity of service but is not taken into account when calculating a period of service for any purpose under this Agreement.

PART E: PERFORMANCE AND DEVELOPMENT

32. Staff Appraisals

- 32.1 Employees will participate in an annual staff appraisal with their Manager.
- 32.2 The staff appraisal process aims to assist Employees to perform at their optimum level and Managers will adopt a professional and constructive approach.
- 32.3 Managers are required to receive relevant training prior to undertaking reviews.
- 32.4 Employees will be offered relevant training before undertaking their staff appraisal.
- 32.5 Issues of unsatisfactory performance will be addressed in accordance with clause 33 and not this clause.
- 32.6 This clause does not apply to Casual Employees.

33. Unsatisfactory Performance

- 33.1 If an Employee is not meeting University performance expectations, the University may decide to take action to remedy the unsatisfactory performance.
- 33.2 Before taking any disciplinary action as defined below, the University will discuss the matter informally with the Employee, providing the Employee the opportunity to respond to any concerns raised.
- 33.3 Without limitation, the University may also take other measures to assist the Employee to improve their performance, such as:
- (a) arranging performance counselling for the Employee;
 - (b) providing and periodically reviewing a performance improvement plan for the Employee;
 - (c) undertaking any other action that is appropriate; and/or
 - (d) supporting the Employee to address the unsatisfactory performance and identifying areas where professional development may occur.
- 33.4 The Manager will advise the Employee in writing of the measures to assist the Employee to improve their performance and the timeframe for these measures to be completed.
- 33.5 If the Manager determines that the Employee has demonstrated the required improvement, the Manager will advise the Employee in writing that the measures to assist the Employee to improve performance have been successful.
- 33.6 The unsatisfactory performance process may recommence if the Employee does not continue to meet University performance expectations within 12 months of the date of the notice provided at clause 33.4.
- 33.7 If the measures to assist the Employee to improve their performance within a reasonable timeframe are not successful, the Manager will advise the Employee in writing of either:
- (a) the timeframe for the completion of measures to assist the Employee to improve their performance has been extended; or
 - (b) the detail of any disciplinary action recommended to the VC or SDVC.
- 33.8 The Employee will have 5 working days to provide a response to a recommendation that any disciplinary action be taken.

- 33.9 Where a recommendation has been made that disciplinary action be taken the VC or SDVC will determine the disciplinary action to be taken and notify the Employee prior to taking any action.
- 33.10 Where the recommendation to the VC or SDVC is that the Employee should have their employment terminated the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 33.11 The Independent Reviewer will be agreed by the University and the Employee or Employee's Representative and will consider whether the recommendation to terminate is reasonable in all the circumstances.
- 33.12 The Independent Reviewer will provide their report to the University and the Employee.
- 33.13 Disciplinary action may include one or more of the following;
- (a) formal written censure/reprimand;
 - (b) counselling;
 - (c) attendance at training;
 - (d) termination of employment;
- and/or where it is reasonable to do so:
- (e) withholding of a salary increment;
 - (f) demotion by one or more classification levels or increments;
 - (g) suspension with or without pay.
- 33.14 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 33.13 (e) – (g) is unreasonable the Employee may initiate a Dispute in accordance with clause 46.
- 33.15 The University will consider any reasonable request by the Employee or their representative to extend the periods in clauses 33.8 and 33.10.
- 33.16 This clause does not apply to Casual or probationary Employees.

34. Misconduct

- 34.1 All Employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Ethics and Code of Conduct, and all laws of the State and Commonwealth.
- 34.2 For the purposes of this clause, misconduct includes, but is not limited to:
- (a) negligence in the performance of an Employee's duties;
 - (b) misbehaviour;
 - (c) refusal to carry out a lawful and reasonable instruction; or
 - (d) a breach of the University's Code of Conduct and Code of Ethics.
- 34.3 For the purposes of this clause, serious misconduct includes, but is not limited to:
- (a) wilful, or deliberate, behaviour that is inconsistent with the continuation of the Employee's employment, or

- (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety, of a person, animal or environment;
 - (ii) the reputation, viability or profitability of the University, except where an Employee was validly exercising their intellectual freedom rights as described in clause 5,
 - (c) serious misconduct may also include circumstances where the Employee has engaged in repeated misconduct.
- 34.4 Research misconduct includes:
- (a) fabrication;
 - (b) falsification;
 - (c) plagiarism;
 - (d) falsification or misrepresentation to obtain funding;
 - (e) deception in proposing, carrying out or reporting the results of research, including misleading ascription of authorship;
 - (f) failure to declare or manage a serious conflict of interest;
 - (g) avoidable failure to follow research protocols as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;
 - (h) conduct of research without ethics approval as required by the National Statement on Ethical Conduct in Human Research or the Australian Code for the Care and Use of Animals for Scientific Purposes;
 - (i) conduct of research with or transporting of genetically modified organisms without approval as prescribed in the Gene Technology Act and Regulations;
 - (j) wilful concealment or facilitation of research misconduct by others; or
 - (k) repeated or continuing breaches of the Australian Code for the Responsible Conduct of Research including where these have been the subject of previous counselling or specific direction.
- 34.5 Where an Employee is alleged to have engaged in misconduct and/or serious misconduct, the University will notify the Employee of the allegations. The Employee will be provided with a reasonable opportunity to provide a response to the allegations.
- 34.6 At any time during this process the Employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 34.7 Where the Employee admits the allegation(s) in part or in full, or does not respond to the allegation(s), the VC or the SDVC will determine what disciplinary action, if any, is to be taken.
- 34.8 If the Employee denies the allegation(s):
- (a) the VC or the SDVC, will commission an investigation into the allegation(s);
 - (b) where the matter involves an allegation of research misconduct, the investigation will be conducted in accordance with the provisions of the Australian Code of Conduct for Responsible Conduct of Research, associated guides or its successor documents.

- 34.9 At the conclusion of the investigation, a report will be prepared which will include all relevant findings of fact, documents relied upon and any mitigating circumstances.
- 34.10 A copy of the report will be provided to the Employee who will have 5 working days to respond to the report.
- 34.11 If satisfied that an Employee has engaged in misconduct and/or serious misconduct, the VC or the SDVC may take such disciplinary action as is considered appropriate in the circumstances and will notify the Employee of the disciplinary action.
- 34.12 Termination of employment will only be considered for the Employee in circumstances of serious misconduct.
- 34.13 Where the VC or SDVC is considering termination of employment the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 34.14 The Independent Reviewer will be agreed by the University and the Employee or Employee's Representative and will provide a copy of their report to the University and the Employee.
- 34.15 The report will include:
- (a) an assessment of whether the allegations should be upheld;
 - (b) details of any mitigating circumstances submitted by the Employee;
 - (c) an assessment of whether the proposed termination is reasonable in all the circumstances.
- 34.16 Disciplinary Action may include one or more of the following:
- (a) counselling;
 - (b) formal written warning, censure or reprimand;
 - (c) attendance at training;
 - (d) termination of employment;
- and/or where it is reasonable to do so:
- (e) withholding of a salary increment;
 - (f) reducing salary by one or more increments;
 - (g) demotion by one or more classification levels;
 - (h) transfer to an alternative position;
 - (i) suspension with or without pay.
- 34.17 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 34.16 (e) – (i) is unreasonable the Employee may initiate a Dispute in accordance with clause 46.
- 34.18 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for serious misconduct.
- 34.19 The University will consider any reasonable request by the Employee or their representative to extend the periods specified in clauses 34.10 and 34.13.
- 34.20 This clause does not apply to a Casual or probationary Employee.

PART F: CONSULTATION AND COMMUNICATIONS

35. Academic Staff Consultative Committee

- 35.1 The role of the Academic Employees Consultative Committee (ACC) is to facilitate consultation between the University and Employees on workplace relations and human resource matters by:
- (a) providing an open forum to raise workplace relations issues; and
 - (b) reviewing significant human resource policy initiatives and providing feedback on the development and implementation of such initiatives.
- 35.2 The ACC will usually meet on a monthly basis.
- 35.3 The committee comprises:
- (a) SDVC as Chair;
 - (b) 3 nominees of the Chair;
 - (c) 3 Employee nominees of the NTEU; and
 - (d) 3 elected Employee Representatives.
- 35.4 Members appointed under clause 35.3 (c) and (d) will have a 2 year term of office and may be reappointed for a subsequent term following a further nomination and election.
- 35.5 Elections
- (a) elections for positions on the committee will occur in conjunction with the Academic Board elections. Where an elected member resigns during their term and a vacancy is created, endeavours will be made to fill the vacancy as soon as practicable.
 - (b) the process of election will be the responsibility of the Chair.
- 35.6 Subject to the operational requirements of the University, time release will be provided to Employees of the ACC to perform those functions specified in this Agreement. In particular, Employee representatives on the ACC will require time release to sit on committees and panels, for consultation, and in relevant negotiations.

36. Consultation on Organisational Change

- 36.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.
- 36.2 Workplace change is deemed to be significant if it results in one or more of the following:
- (a) ceasing employment due to Redundancy;
 - (b) major changes in the composition, operation or size of the University's workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) change to hours of operation;
 - (e) the need to transfer to another campus;

- (f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Employees,

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

Step 1 - Consultation on Significant Workplace Change

- 36.3 Where the University has developed a definitive proposal for significant change the University will engage in formal consultation with affected Employees and their relevant Union(s) or other nominated representative(s) regarding the significant workplace change.
- 36.4 Formal consultation will include provision of a written proposal which sets out:
 - (a) the nature of the proposed change and underlying rationale;
 - (b) information about the major change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) the significant impact the major change is likely to have on Employees;
 - (d) a reasonable timeframe for consultation of not less than 10 working days, unless otherwise agreed;
 - (e) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Employees.
- 36.5 The University will provide the opportunity to meet and confer with affected Employees on the proposed major change and any potential alternative proposals.
- 36.6 The University will provide the opportunity for affected Employees to submit written responses within the consultation timeframe.
- 36.7 The University will give genuine consideration to matters raised during the stated formal consultation period by Employees and their union/nominated representative(s).

Step 2 - Implementation of Significant Workplace Change

- 36.8 The University will provide the affected Employees and the relevant unions or other nominated representative(s) with a copy of a change implementation plan.
- 36.9 The University will continue to consult with and support Employees who are affected during the implementation of significant workplace change.

Transfers

- 36.10 The University retains the right to transfer Employees that may be impacted by a significant effect to mitigate the adverse effects of the change. During the workplace change where the University is able to identify Suitable Alternative Employment, the University is entitled to transfer the Employee to that position. The transfer is subject to the University giving the Employee 10 working days written notice of the transfer.

37. Consultation on Change to Regular Rosters or Ordinary Hours of Work

- 37.1 For the purposes section 205 of the Act, where a decision has been made to change the Employees' regular rosters or ordinary hours of work the University will, as soon as practicable:
 - (a) discuss with the relevant Employees the introduction of the change;

- (b) provide information to the Employees about the change, other than information which is subject to legal privilege or is commercial-in-confidence;
- (c) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any view given by the Employees about the impact of the change.

PART G: FLEXIBILITY

38. Individual flexibility arrangements

- 38.1 The University and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) allowances;
 - (ii) leave loading;
 - (iii) additional purchased leave; and
 - (b) the arrangement meets the genuine needs of the University and an Employee in relation to one or more of the matters mentioned in clause 38.1(a); and
 - (c) the arrangement is genuinely agreed to by the University and the Employee.
- 38.2 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 38.3 The University must ensure the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the University and Employee;
 - (c) is signed by a nominee of the University and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 38.4 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after has been agreed.

- 38.5 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days' notice of termination, in writing, to the other party and the agreement 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.

PART H: CEASING EMPLOYMENT

39. Termination of Employment

- 39.1 The University may terminate the contract of employment of an Employee in accordance with the following clauses:
- (a) clause 33 – Unsatisfactory Performance;
 - (b) clause 34 – Misconduct;
 - (c) clause 44 – Redundancy;
 - (d) clause 11 – Probation; and
 - (e) clause 43 – Managing Ill or Injured Employees.

- 39.2 The contract of employment may be terminated, in writing, by the University providing notice as follows:

Employee's continuous service with the University	Minimum Notice
≤1 year	1 week
>1 year to ≤3 years	2 weeks
>3 years to ≤ 5 years	3 weeks
>5 years	4 weeks

Where an Employee is over 45 years old and they have completed at least 2 years' continuous service with the University, an additional week of notice will be provided.

- 39.3 For Casual Employees, employment may be terminated by 1 working hour's notice.
- 39.4 This clause only applies to fixed term Employees where their contract of employment is terminated prior to its end date under the following circumstances:
- (a) during a probationary period;
 - (b) for misconduct or serious misconduct; or
 - (c) for unsatisfactory performance.
- 39.5 The University must provide the Employee with written notice of the effective day of termination.
- 39.6 The University may require the Employee to either work the notice period or may make a payment in lieu of part or all of the notice period.

- 39.7 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct. In these circumstances, the Employee is only entitled to be paid for the time worked up to the termination of employment.
- 39.8 This clause does not apply OCFE Employees.

40. Expiry of Fixed Term Employment

- 40.1 The University will give fixed term Employees written notice of the University's intention to offer, or not to offer, a new fixed term contract upon expiry of the current fixed term contract. The notice will be at least:

Current contract duration	Minimum Notice
<3 years	2 weeks
≥3 years to <5 years	3 weeks
≥5 years	4 weeks

- 40.2 Where, because of circumstances relating to the provision of specific funding to support employment which is external to the University and beyond its control, the University is not reasonably able to give the notice required by clause 40.1 it will be sufficient compliance if the University advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Employee at the earliest practicable date thereafter.

Severance Pay

- 40.3 Severance pay will be payable, as outlined below, where:
- (a) the Employee is employed on the basis of:
 - (i) Organisational Change;
 - (ii) Recent Professional Practice;
 - (iii) Specific task or project;
 - (iv) Research; or
 - (v) New initiative; and
 - (b) in circumstances where:
 - (i) the University has given notice of non-renewal;
 - (ii) the Employee seeks to continue employment with the University; and
 - (iii) the Employee is employed on a second or subsequent fixed term contract.
- 40.4 Severance pay for 40.3(a)(i) Organisational Change, 40.3(a)(v) New initiative and 40.3(a)(ii) Recent professional practice:

Length of continuous service	Severance pay
≥3 years to <4 years	4 weeks' pay
≥4 years to <5 years	5 weeks' pay
≥5 years to <6 years	6 weeks' pay
≥6 years to <8 years	7 weeks' pay
≥8 years to <9 years	8 weeks' pay
≥9 years to <10 years	9 weeks' pay
≥10 years	12 weeks' pay

40.5 Severance pay for 40.3(a)(iii) Specific task or project and 40.3(a)(iv) Research:

Length of continuous service	Severance pay
>1 years to <2 years	4 weeks' pay
≥2 years to <3 years	6 weeks' pay
≥3 years to <4 years	7 weeks' pay
≥4 years	8 weeks' pay

Termination Prior to End of Fixed Term

40.6 Notwithstanding the above, the University may terminate a fixed term contract prior to its end date in the following circumstances:

- (a) during a probationary period;
- (b) for serious misconduct; or
- (c) for unsatisfactory performance.

In these circumstances, the period of notice is as required by clause 40.1 and severance pay under clauses 40.4 and 40.5 is not payable.

41. Termination – OCFE Employees

41.1 An OCFE appointment is a continuing appointment subject to the right of termination of employment by the University if:

- (a) the funding that supports the position ceases or is insufficient;
- (b) the Employee is no longer able to perform the inherent requirements of the position;
- (c) the termination is in accordance with:
 - (i) clause 11– Probation;
 - (ii) clause 33 – Unsatisfactory Performance; or
 - (iii) clause 34 – Misconduct.

41.2 Where an Employee's employment is terminated under clause 41.1 they will be entitled to notice or payment in lieu of part or all of such notice being:

- (a) 4 weeks;

- (b) 5 weeks where there Employee is over 45 years of age; or
- (c) where a lesser period of notice applies in accordance with:
 - (i) clause 11 – Probation;
 - (ii) clause 33 – Unsatisfactory Performance; or
 - (iii) clause 34 – Misconduct,

then that notice period will apply.

41.3 An OCFE Employee whose employment is terminated under clause 41.1 is entitled to severance pay in accordance with the following:

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

41.4 An Employee is not entitled to severance pay under clause 41.3 if:

- (a) they decline further employment;
- (b) they do not seek to continue their employment with the University;
- (c) they obtain further employment within the University without the loss of accrued entitlements;
- (d) the University assists them to secure the Suitable Alternative Employment with another employer with a transfer of all accrued entitlements; or
- (e) they are terminated in accordance with:
 - (i) clause 11 – Probation;
 - (ii) clause 33 – Unsatisfactory Performance; or
 - (iii) clause 34 – Misconduct.

42. Resignation or Retirement

42.1 Ongoing, OCFE and fixed term Employees are required to give at least 6 months' notice in writing of their intention to resign or retire.

42.2 Casual Employees are required to provide 1 working hour's notice of their intention to resign.

42.3 The University and the Employee may agree to a shorter period of notice.

- 42.4 To the extent permitted by law, where an Employee fails to provide the required notice, the University may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit payments for the period not worked.

43. Managing Ill or Injured Employees

- 43.1 Where the University has doubts regarding an Employee's capacity to perform their regular duties, the Employee may be directed with 4 weeks' notice, unless agreed otherwise, to undergo a medical examination by a Registered Health Practitioner nominated by the University, at the University's expense.
- 43.2 The University will advise the Employee of the time, place and purpose of the medical examination and provide a copy of the medical report to the Employee.
- 43.3 When providing a medical report, the Registered Health Practitioner will as far as possible apply similar standards applied by the Employee's superannuation or insurance scheme and the requirements of the work of the Employee.
- 43.4 If the medical report reveals that the Employee is unlikely to be able to perform or resume their duties within a reasonable period, not usually less than 12 months, the University may terminate the employment of the Employee in accordance with the notice required by the Employee's contract of employment or where no notice is specified a period of 6 months or payment in lieu of notice. Prior to taking action to terminate the Employee's employment, the University will offer the Employee the opportunity to submit a resignation.
- 43.5 Refusal or non-attendance at a medical examination by the Employee may be construed as evidence that the Employee was unable to perform their duties and was unlikely to be able to resume them within a reasonable period, and the University may proceed to terminate the Employee in accordance with this clause.
- 43.6 Within 10 working days of being given notice of termination of employment as per clause 43.4, the Employee may notify the University that they intend to have the findings confirmed by an agreed Register Health Practitioner. The Employee will provide these findings to the University within 20 working days or a further agreed period. Any termination actions will be suspended by the University during this period.
- 43.7 An Employee who has been required to undertake a medical examination under clause 43.1 may apply to their superannuation scheme or insurer for a temporary or permanent disability benefit at any stage of this process. The University will suspend termination actions provided that:
- (a) the Employee has made application to their insurer within 10 working days of the provision of the medical report to the Employee at clause 43.4; and
 - (b) the insurer provides their decision within a reasonable period of time.
- 43.8 If the application to the insurer for incapacity benefit is not successful, the University will resume any suspended actions.
- 43.9 The provisions of this clause do not apply to Casual Employees.

44. Redundancy

- 44.1 **Redundancy** is when the Employee's employment is terminated at the initiative of the University because the University no longer requires the job by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 44.2 This clause applies to ongoing Employees whose employment is terminated at the University's initiative for reasons of Redundancy. This clause does not apply to:
- (a) an Employee whose employment is terminated because of ill health, misconduct, serious misconduct or unsatisfactory performance;

- (b) a Casual, ongoing contingent funded or fixed term Employee;
- (c) an Employee whose period of continuous service with the University is less than 12 months;
- (d) an Employee who is placed in to Suitable Alternative Employment;
- (e) any other Employee who, due to the operations of section 121, 122 and/or 123 of the Act does not have an entitlement to receive Redundancy pay under section 119 of the Act as amended from time to time.

44.3 The University will provide written notice of Redundancy to an affected Employee. That Employee may:

- (a) request voluntary Redundancy as per clause 44.6; or
- (b) indicate that they intend to accept the Redundancy entitlements payable as per clause 44.8.

44.4 If the University is able to obtain alternative employment for an Employee, the Employee will continue to be paid at the salary they received immediately prior to placement in alternative employment for a period of 12 months from the date of notification or until the salary of the new role matches their previous salary, whichever occurs first.

44.5 An Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy may apply within 2 weeks of the notification to the SDVC for a review of the decision. The SDVC will review the decision considering whether the Redundancy is in accordance with clause 44.1 and will either:

- (a) confirm the notice of Redundancy; or
- (b) withdraw the notice of Redundancy.

44.6 An Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy will be given 8 weeks to apply for a voluntary Redundancy. The University is required to inform the Employee of their decision to grant or refuse the application within 7 days of receipt of application.

44.7 Where an application for voluntary Redundancy is granted, the Employee will be entitled to:

- (a) Redundancy pay in accordance with the following table for the first 10 years of service:

Completed years of University service	Redundancy pay
1	4 weeks' pay
2	6 weeks' pay
3	9 weeks' pay
4	12 weeks' pay
5	15 weeks' pay
6	18 weeks' pay
7	21 weeks' pay
8	24 weeks' pay
9	27 weeks' pay
10	30 weeks' pay

for subsequent years, the Employee will be entitled to 2 weeks' pay per completed year of University service to a maximum redundancy entitlement of 78 weeks;

- (b) accrued but untaken and *pro rata* long service leave calculated on completed years of service;
- (c) accrued but untaken annual leave and annual leave loading;
- (d) 6 months' notice of the date as at clause 44.3 of this clause on which their employment will terminate, provided that:
 - (i) the University may pay to the Employee an amount equal to 6 months' pay in lieu of the period of notice; and
 - (ii) during the period of notice of termination, the Employee may request and the University may agree that the balance of the period be waived, in which case the Employee is entitled to the payment for the balance of the period or 4 weeks' pay, whichever is the lesser;
- (e) all voluntary Redundancy payments under this clause will be calculated on the Employee's base salary at the date of termination of employment; and
- (f) the voluntary Redundancy benefits under this clause replace any notice period, access to a scheme of redeployment, transfer or other Redundancy benefit in this Agreement.

44.8 In circumstances where the Employee has not applied for a voluntary Redundancy, the University may terminate the employment of an Employee for reason of Redundancy. An Employee whose position is made redundant in these circumstances will be provided with the following:

- (a) the period of notice prescribed by section 117 of the Act, or the notice provided by the contract of employment, whichever is greater from the date of the notice of Redundancy at clause 44.3 of this clause;
- (b) further notice, as follows:

i.

Age	Notice
Below 40	6 months
40	7 months
41	8 months
42	9 months
43	10 months
44	11 months
45 and above	12 months

- ii. the University may determine in certain circumstances that payment in lieu of the above notice is applicable; and
- iii. notwithstanding clause 21.11 Excess Annual Leave, the Employee may be directed to clear any accrued leave;
- (c) Redundancy pay as prescribed by the section 119 of the Act;
- (d) accrued but untaken and *pro rata* long service leave for completed years of service; and

- (e) accrued but untaken annual leave and leave loading.

PART I: DISPUTE RESOLUTION

45. Grievances

- 45.1 **Grievance** will mean any problem, concern or complaint related to work, workload or the work environment which an Employee believes to be unfair, inequitable, or discriminatory provided that a Grievance may not be raised about any matter covered by a separate review process under this Agreement.
- 45.2 At any stage of this process an Employee may appoint a Union or Employee Representative to accompany or represent them in relation to the Grievance.
- 45.3 The following is the procedure for resolving Grievances:
- (a) an Employee with a Grievance will first discuss it with their immediate Manager.
 - (b) if the Employee is not satisfied with the outcome of action taken under clause 45.3(a) above then the Employee may refer the Grievance to the Head.
 - (c) the Head will consider the matter as soon as practicable and inform the Employee within 5 working days either of the decision in the matter or of the action proposed.
- 45.4 If the Employee is not satisfied with the outcome of action taken under clause 45.3 above then the Employee may notify the VC or nominee.
- 45.5 The VC or nominee, on being notified of the existence of a Grievance, will act promptly to have the matter resolved.

46. Disputes

- 46.1 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 46.5 to 46.11.
- 46.2 All parties to the Agreement are able to raise a Dispute and be represented in the Dispute Procedure.
- 46.3 Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 46.4 While the Dispute Procedure is being conducted:
- (a) working conditions as they existed prior to the Dispute will continue; and
 - (b) an Employee must continue to perform their work as they would normally 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.
- 46.5 Parties to the Dispute will attempt to resolve the issues at local level in the first instance.

- 46.6 Where the Dispute is not resolved, or is impracticable to settle locally, either party to the Dispute may refer the Dispute to the DHR in writing.
- 46.7 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.
- 46.8 Upon receipt of a written notice of a Dispute by the DHR, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 working days.
- 46.9 The parties may agree to adopt an interim resolution on a trial basis which may include adjustments to the timeframes within this clause where appropriate.
- 46.10 After meeting in accordance with clause 46.8 the University may declare that a Dispute is vexatious including because the Employee has notified multiple disputes on the same or similar subject matter. Where a Dispute is declared vexatious it will be deemed to be not resolved and clause 46.12 will apply.
- 46.11 If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 46.12 If the Dispute is not resolved as provided at clause 46.8:
- (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; or
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 timeframes then the Dispute lapses.
- 46.13 The parties to a Dispute may extend timeframes under this clause by agreement in writing.

SCHEDULE A: SALARIES

A	B	C	D	E	F
Level/Step	Current rates	\$1100 \$ pa Effective January 2018	\$ pa (1.25%) Effective January 2019	\$1100 Plus \$ pa (0.75%) Effective January 2020	\$ pa (2.6%) Effective January 2021
Level A					
Step 1	67,352	68,452	69,308	70,936	72,780
Step 2	71,196	72,296	73,200	74,857	76,803
Step 3	75,045	76,145	77,097	78,783	80,832
Step 4	78,891	79,991	80,991	82,707	84,857
Step 5	82,023	83,123	84,162	85,902	88,135
Step 6	85,146	86,246	87,324	89,087	91,404
Step 7	88,275	89,375	90,492	92,279	94,678
Step 8*	91,397	92,497	93,653	95,464	97,946
Level B					
Step 1	96,210	97,310	98,526	100,374	102,983
Step 2	99,821	100,921	102,183	104,057	106,763
Step 3	103,427	104,527	105,834	107,736	110,537
Step 4	107,033	108,133	109,485	111,414	114,311
Step 5	110,641	111,741	113,138	115,095	118,087
Step 6	114,250	115,350	116,792	118,776	121,864
Level C					
Step 1	117,857	118,957	120,444	122,456	125,639
Step 2	121,463	122,563	124,095	126,134	129,413
Step 3	125,072	126,172	127,749	129,816	133,191
Step 4	128,683	129,783	131,405	133,499	136,970
Step 5	132,287	133,387	135,054	137,175	140,742
Step 6	135,900	137,000	138,713	140,861	144,523
Level D					
Step 1	141,910	143,010	144,798	146,992	150,814
Step 2	146,720	147,820	149,668	151,899	155,848
Step 3	151,533	152,633	154,541	156,808	160,885
Step 4	156,343	157,443	159,411	161,715	165,919
Level E					
Step 1	182,804	183,904	186,203	188,708	193,614

SCHEDULE B: CASUAL ACADEMIC EMPLOYMENT

1. Casual Academic Employment

1.1 Casual Academic appointments will be appointed to one of the following classifications:

1.2 Casual Lecturing

(a) A **Lecture** is defined as any education delivery (face to face, online or other equivalent delivery method) described as a Lecture in a course or unit outline or in an official timetable issued by the University. Lecturing activities include:

- (i) the delivery of a Lecture of a specified duration;
- (ii) directly associated noncontact duties related to Lecture preparation;
- (iii) marking performed during a Lecture; and
- (iv) student consultation.

(b) Casual Lectures will be paid at a rate for each hour of Lecture delivered according to the following:

- (i) Basic Lecture – 1 hour of delivery and 2 hours associated working time;
- (ii) Repeat Lecture – a second or subsequent delivery of substantially the same Lecture in the same subject matter within a period of 7 days – 1 hour of delivery and 1 hour associated working time;
- (iii) Developed Lecture – 1 hour of delivery and 3 hours associated working time; or
- (iv) Specialised Lecture – 1 hour of delivery and 4 hours associated working time.

1.3 Casual Tutoring

(a) A **Tutorial** is defined as any education delivery (face to face, online or other equivalent delivery method) described as a Tutorial in a course or unit outline or in an official timetable issued by the University, where preparation is required to be undertaken by the Employee and the Employee is required to be the first point of contact for student consultation. This excludes facilitations and demonstrations. Tutoring activities include:

- (i) the delivery of a Tutorial of a specified duration;
- (ii) directly associated noncontact duties related Tutorial preparation;
- (iii) marking performed during a Tutorial; and
- (iv) student consultation.

(b) Casual Tutors will be paid at a rate for each hour of Tutorial delivered according to the following:

- (i) Tutorial – 1 hour of delivery and 2 hours associated working time;
- (ii) Repeat Tutorial - a second or subsequent delivery of substantially the same Tutorial – 1 hour of delivery and 1 hour associated working time;

- (iii) Doctoral Qualification Tutorial – delivered by an Employee with a relevant Doctoral qualification – 1 hour of delivery and 2 hours associated working time; or
- (iv) Repeat Doctoral Qualification Tutorial – a Tutorial delivered by an Employee with a relevant Doctoral qualification – 1 hour of delivery and 1 hour associated working time.

1.4 **Marking**

All marking not required to be performed during a Lecture, Tutorial or other teaching activity will be paid by the hour, or part thereof, according to the following:

- (a) Simple Marking – marking which requires little or no exercise of academic judgement such as multiple choice marking or short answers with marking guide.
- (b) Standard Marking – marking requiring exercise of academic judgement appropriate to a Level A Academic appointment calculated at the casual hourly rate of paragraph 1.7(c);
- (c) Marking with Judgement – marking requiring significant exercise of academic judgement appropriate to a Level B Academic, such as the marking required of a supervising examiner calculated at the casual hourly rate of paragraph 1.7(a);
- (d) Doctoral Qualification Marking – standard marking undertaken by an Employee with a relevant Doctoral qualification.

1.5 **Other Required Academic Activity (ORAA)**

- (a) ORAA will include work that an Employee is directed to undertake of the following nature:
 - (i) the conduct of practical classes, demonstrations, workshops, student field excursions and any marking completed during the conduct of these activities;
 - (ii) facilitation where materials are pre-prepared and the Employee is not required to be the first point of student contact, including any marking completed during the conduct of facilitation activities;
 - (iii) the conduct of clinical sessions other than clinical nurse education;
 - (iv) the conduct of performance and visual art studio sessions;
 - (v) musical coaching, community outreach programs, repititeurship and musical accompanying other than Musical Accompanying with Special Educational Services (MASSES);
 - (vi) development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - (vii) consultation with students;
 - (viii) supervision;
 - (ix) attendance as school/section and/or faculty meetings as required;
 - (x) marking completed during the conduct of practical classes, demonstrations, facilitation, workshops or student field excursions;
 - (xi) academic research;

- (xii) language studies – facilitation of Language Studies casual conversation courses.
- (b) ORAA will be paid by the hour, or part thereof, according to the following:
- (i) ORAA – delivery or provision of ORAA services by an Employee;
 - (ii) Doctoral Qualification ORAA – delivered by an Employee with a relevant Doctoral qualification - delivery or provision of ORAA services by an Employee;
 - (iii) ORAA Repeat – repeat demonstration of casual language studies conversation courses calculated at 2/3 of the ORAA rate;
 - (iv) Doctoral Qualification ORAA Repeat – repeat demonstration of casual language studies conversation courses delivered by an Employee with a relevant Doctoral qualification calculated at 2/3 of the Doctoral Qualification ORAA rate.

1.6 **Other University of Western Australia Rates**

Specific Schools and Areas of the University have casual rates of pay for Academics which are determined by the services required by a specified location according to the following:

- (a) **Musical Accompanying with Special Educational Services (MASES)**
 MASES is defined as the provision of musical accompaniment to student(s) or Employee(s) in the course of teaching, where the accompanist uses educational expertise for student concert or examination purposes in repertoire development or expression. MASES does not include concert accompanying, vocal coaching or musical directing.
- Musical Accompanists will be paid for each hour of Lecture delivered according to the following:
- (i) MASES – 1 hour of delivery at the Repeat Tutorial rate plus 1 hour preparation time at the Repeat Tutorial rate; or
 - (ii) Doctoral Qualification MASES – delivered by an Employee with a relevant Doctoral qualification – 1 hour of delivery at the Repeat Doctoral Qualification Tutorial rate plus 1 hour preparation time at the Repeat Doctoral Qualification Tutorial rate;
- (b) **Demonstration Tutorial**
- (i) **Demonstration Tutorial** (School of Sports Science, Exercise and Health only) – a combination of Tutorial and laboratory demonstration with no requirement for the Employee to develop educational materials, calculated at the rate of 50% of the Tutorial rate plus 50% of the ORAA rate;
 - (ii) **Doctoral Demonstration Tutorial** (School of Sports Science, Exercise and Health only) – a combination of Tutorial and laboratory demonstration with no requirement for the Employee to develop educational materials, delivered by an Employee with a relevant Doctoral qualification calculated at the rate of 50% of the Doctoral Qualification Tutorial rate plus 50% of the Doctoral Qualification ORAA rate;
- (c) **Professional Instruction**
- (i) **Professional Instruction** (School of Sports Science, Exercise and Health and School of Music only) – a combination of Lecture and demonstration calculated at the rate of 50% Basic Lecturing rate plus 50% ORAA rate;

- (ii) **Doctoral Professional Instruction** (School of Sports Science, Exercise and Health and School of Music only) – a combination of Lecture and demonstration delivered by an Employee with a relevant Doctoral qualification calculated at the rate of 50% Basic Lecturing rate plus 50% Doctoral Qualification ORAA rate;
 - (iii) **Repeat Professional Instruction** (School of Sports Science, Exercise and Health only) – a combination of lecturing and demonstration at the rate of 50% Repeat Lecture rate plus 50% ORAA rate;
 - (iv) **Repeat Doctoral Qualification Professional Instruction** (School of Sports Science, Exercise and Health only) – a combination of lecturing and demonstration by an Employee with a relevant Doctoral qualification calculated at the rate of 50% Repeat Lecture rate plus 50% of the Doctoral Qualification ORAA;
- (d) **Demonstrations**
- (i) **Medical Demonstrations** – (School of Anatomy, Physiology and Human Biology only) – delivered by an Employee with relevant medical qualifications calculated at the rate of 2 x ORAA rate;
 - (ii) **Doctoral Qualification Medical Demonstrations** – (School of Anatomy, Physiology and Human Biology only) – delivered by an Employee with relevant medical qualifications and a relevant Doctoral qualifications at the rate of 2 x Doctoral Qualification ORAA rate;
 - (iii) **Graduate Demonstrations** (School of Design only) – delivered by an Employee with a relevant honours qualifications;
 - (iv) **Current Student Demonstrations** (School of Design only) – delivered by a student without an honours degree;
 - (v) **Doctoral Graduate Demonstration** (School of Design only) – delivered by an Employee with a relevant Doctoral qualification.
- (e) Demonstration Tutorial rates for Employees providing demonstration services within the School of Psychology are detailed in clause 1.9. After the first full pay period on or after 22 January 2021, the School of Psychology rates will be in accordance with clauses 1.3 and 1.5.
- (f) Tutor rates for Employees providing Tutorial services within the School of Indigenous Studies are determined by the Department of Education and Training.

1.7 Calculation of Casual Rates

- (a) The base rate applicable to lecturing or for the purposes of the higher marking rate is determined by reference to the full-time Level B.2 scale, calculated as follows:

$$\frac{\text{Level B.2 Annual\$}}{52} + 25\% = \text{Casual Hourly Rate}$$

37.5

- (b) The base rate applicable to other duties involving full subject coordination or possession of a relevant Doctoral qualification is determined by reference to the full-time Level A.6 scale, calculated as follows:

$$\frac{\text{Level A.6 Annual\$}}{52} + 25\% = \text{Casual Hourly Rate}$$

37.5

- (c) The base rate applicable to all other duties including tutoring rates not covered by paragraph 1.6(b) is determined by reference to the full-time Level A.2 scale, calculated as follows:

$$\frac{\text{Level A.2 Annual } \$52}{37.5} + 25\% = \text{Casual Hourly Rate}$$

1.8 Casual Rates Table

Clause Reference	Task	Current rate eff.18/9/16	\$1100 \$ pa Effective January 2018	\$ pa (1.25%) Effective January 2019	\$1100 Plus \$ pa (0.75%) Effective January 2020	\$ pa (2.6%) Effective January 2021
	LECTURE					
1.2(b)(i)	Basic Lecture	191.96	194.08	196.50	200.11	205.31
1.2(b)(ii)	Repeat Lecture	127.98	129.39	131.00	133.41	136.88
1.2(b)(iii)	Developed Lecture	255.95	258.77	262.01	266.81	273.75
1.2(b)(iv)	Specialised Lecture	319.94	323.46	327.51	333.52	342.19
	TUTORIAL					
1.3(b)(i)	Tutorial	136.92	139.03	140.77	143.96	147.70
1.3(b)(ii)	Repeat Tutorial	91.28	92.69	93.85	95.97	98.47
1.3(b)(iii)	Doctoral Qualification Tutorial	163.74	165.86	167.93	171.32	175.78
1.3(b)(iv)	Repeat Doctoral Qualification Tutorial	109.16	110.57	111.95	114.21	117.18
	MARKING					
1.4(a)	Simple Marking	42.27	42.98	43.51	44.55	45.71
1.4(b)	Standard Marking	45.63	46.34	46.92	47.99	49.23
1.4(c)	Marking with Judgement	63.93	64.69	65.50	66.70	68.44
1.4(d)	Doctoral Qualification Marking	50.40	51.11	51.74	52.84	54.22
	OTHER REQUIRED ACADEMIC ACTIVITY					
1.5(b)(i)	ORAA	45.64	46.34	46.92	47.99	49.23
1.5(b)(ii)	Doctoral Qualification ORAA	54.58	55.29	55.98	57.11	58.59
1.5(b)(iii)	ORAA repeat	30.43	30.90	31.28	31.99	32.82
1.5(b)(iv)	Doctoral Qualification ORAA repeat	36.39	36.86	37.32	38.07	39.06
	MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES					
1.6(a)(i)	MASES	91.28	92.69	93.85	95.97	98.47
1.6(a)(ii)	Doctoral Qualification MASES	109.16	110.57	111.95	114.21	117.18

	DEMONSTRATION TUTORIAL					
1.6(b)(i)	Demonstration Tutorial	91.28	92.69	93.85	95.97	98.47
1.6(b)(ii)	Doctoral Demonstration Tutorial	109.16	110.57	111.95	114.21	117.18
	INSTRUCTION					
1.6(c)(i)	Professional Instruction	118.80	120.21	121.71	124.05	127.27
1.6(c)(ii)	Doctoral Professional Instruction	123.27	124.68	126.24	128.61	131.95
1.6(c)(iii)	Repeat Professional Instruction	86.81	87.86	88.96	90.70	93.05
1.6(c)(iv)	Repeat Doctoral Qualification Professional Instruction	91.28	92.34	93.49	95.26	97.73
	DEMONSTRATION					
1.6(d)(i)	Medical Demonstrations	91.28	92.69	93.85	95.97	98.47
1.6(d)(ii)	Doctoral Qualification Medical Demonstrations	109.16	110.57	111.95	114.21	117.18
1.6(d)(iii)	Graduate Demonstrations	49.37	50.08	50.70	51.79	53.14
1.6(d)(iv)	Current Student Demonstrations	45.70	46.41	46.99	48.05	49.30
1.6(d)(v)	Doctoral Graduate Demonstration	50.39	51.10	51.73	52.83	54.21

1.9 School of Psychology Casual Rates Table*

Task	Current rate eff.18/9/16	First full pay period on or after 22 January 2018	First full pay period on or after 22 January 2019	First full pay period on or after 22 January 2020
Demonstration Tutorial/ Practical Instruction	91.28	91.99	93.13	119.25
Repeat Demonstration Tutorial	68.46	69.17	70.03	83.62
Doctoral Demonstration Tutorial/ Doctoral Practical Instruction	109.16	109.87	111.24	142.05
Repeat Doctoral Demonstration Tutorial	81.87	82.58	83.61	99.58

* After the first full pay period on or after 22 January 2021, the School of Psychology rates will be in accordance with clauses 1.3 and 1.5.

SCHEDULE C: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALs)

1. Minimum Standards - General

- 1.1 Minimum standards for the classification of academic Employees, other than Casual Employees, are provided in this Schedule.
- 1.2 An Employee appointed to a particular level may be assigned and be expected to undertake responsibilities and functions of any level. In addition, the 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 process.
- 1.3 The minimum standards in this Schedule will not be used as a basis for claims for reclassification.
-

2. Teaching and Research Academic Employees

2.1 Level A

A Level A academic will:

- (a) work with support and guidance from more senior academic Employees as is expected to develop their expertise in teaching and research with an increasing degree of autonomy;
- (b) normally have completed 4 years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree;
- (c) normally contribute to teaching at the University at a level appropriate to their skills and experience, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the University; and
- (d) primarily contribute to teaching at undergraduate and graduate diploma level.

2.2 Level B

A Level B academic will:

- (a) undertake independent teaching and research in their discipline or related area;
- (b) in research and/or scholarship and/or teaching, make an independent contribution through professional practice and expertise and co-ordinate and/or lead the activities of other Employees, as appropriate to the discipline;
- (c) 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; and
- (d) normally undertake administration primarily relating to their activities at the University and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the University.

2.3 Level C

A Level C academic will:

- (a) make a significant contribution to the discipline at the national level;

- (b) in research and/or scholarship and/or teaching, they will make original contributions which expand knowledge or practice in their discipline;
- (c) 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; and
- (d) normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of small award programs of the University.

2.4 **Level D**

A Level D academic will:

- (a) normally make an outstanding contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area;
- (b) make an outstanding contribution to the governance and collegial life inside and outside of the University and will have attained recognition at a national or international level in their discipline; and
- (c) make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

2.5 **Level E**

A Level E academic will:

- (a) provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors;
- (b) 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;
- (c) make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline; and
- (d) make a commensurate contribution to the work of the University.

3. Research Academic Employees (Inclusive of Creative Disciplines)

3.1 **Level A**

A Level A research academic:

- (a) will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team;
- (b) will normally hold a relevant higher degree;
- (c) will normally work under the supervision of Employees at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience;

- (d) may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration; and
- (e) will undertake administration primarily relating to their activities at the University.

3.2 **Level B**

A Level B research academic:

- (a) will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities;
- (b) will carry out independent and/or team research; and
- (c) may supervise postgraduate research students or projects and be involved in research training.

3.3 **Level C**

A Level C research academic:

- (a) will make independent and original contributions to research, which have a significant impact on their field of expertise;
- (b) will be acknowledged at a national level for their work 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; and
- (c) will provide leadership in research, including research training and supervision.

3.4 **Level D**

A Level D research academic:

- (a) will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally; and
- (b) will play an outstanding role within the University, their discipline and/or their profession in fostering the research activities of others and in research training.

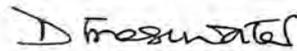
3.5 **Level E**

A Level E research academic:

- (a) will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance;
- (b) will provide leadership in their field of research, within the University, their discipline and/or their profession and within the scholarly and/or general community; and
- (c) will foster excellence in research, research policy and research training.

Signatories

Signed for and on behalf of
The University of Western Australia



Full name:

.....
Dawn Freshwater

Authority to sign:

.....
Vice-Chancellor

Address:

.....
35 Stirling Highway
Crawley WA 6009

Date:

.....
21 August 2017

AND

Signed for the Employees:



Full name:

.....
Grahame McCulloch

Authority to sign:

.....
Employee Representative
National Tertiary Education Industry Union

Address:

.....
Level 1, 120 Clarendon Street

.....
South Melbourne VIC 3205

Date:

.....
23 August 2017



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**