



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Notre Dame Australia
(AG2024/945)

THE UNIVERSITY OF NOTRE DAME AUSTRALIA ENTERPRISE AGREEMENT 2022-2026

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 15 APRIL 2024

Application for approval of The University of Notre Dame Australia Enterprise Agreement 2022-2026

[1] An application has been made for approval of an enterprise agreement to be known as *The University of Notre Dame Australia Enterprise Agreement 2022-2026* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by The University of Notre Dame Australia (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 12 April 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Higher Education Industry – Academic Staff – Award 2020* and the *Higher Education Industry – General Staff – Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation

[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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.¹

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 April 2024. The nominal expiry date of the Agreement is 30 July 2026.



DEPUTY PRESIDENT

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¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act 2009 (FW Act)*, that commenced operation on 6 June 2023. Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for this Agreement was before 6 June 2023. Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. This Agreement was made after 6 June 2023.

Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/945

Applicant: The University of Notre Dame Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paul Wilding, Acting Chief People Officer, have the authority given to me by The University of Notre Dame Australia to give the following undertakings with respect to *The University of Notre Dame Australia Enterprise Agreement 2022-2026* ("the Agreement"):

1. Clause 7.3(i) – Contract of Employment - Part-Time Employees

The University undertakes that it will insert and apply the following wording for part time employee to be read in conjunction with subclause 7.3(i) of the agreement:

including hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. These hours can be varied by agreement from time to time.

2. Clause 24.1.2 – Span of Hours

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it will pay the applicable award rate at minimum to these employees, including where they work until 7pm.

3. Clause 25.3 – TOIL

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it commits to both the provision and payment of TOIL at the relevant overtime rate/s in the award for employees at these classification levels.

4. Clause 25.7 – Overtime

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it will pay the applicable award rate at minimum to these employees for any overtime worked in excess of 2 hours.

5. Schedule C – WA Rates of Pay (Full-Time Professional Employees)

The University undertakes that as a first step it will not employ Professional Employees on the Fremantle and Broome Campuses at Level 1, step 1 through to Level 1, step 3, and that if in the

unlikely event it does, it will pay the applicable Modern Award rate to employees at these classification levels.

6. Schedule H – Clause 1.1 – Apprentices and Trainees

The University confirms that it does not currently engage any apprentices or trainees and undertakes that if it does in future, it will pay the applicable award rate at minimum to these employees.

7. Schedule H – Clause 1.2 – Junior Employees

The University undertakes that, in the event that a junior rate falls below the award minimum, it will pay the Modern Award rate.

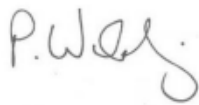
8. Casual minimum engagement

The University undertakes that it will apply the following casual minimum engagement provisions:

The minimum period of engagement for a Casual Professional Employee will be as follows:

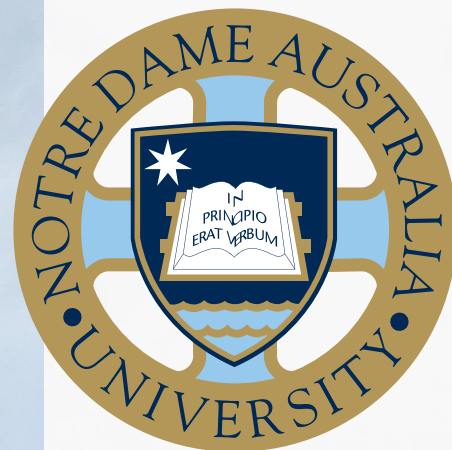
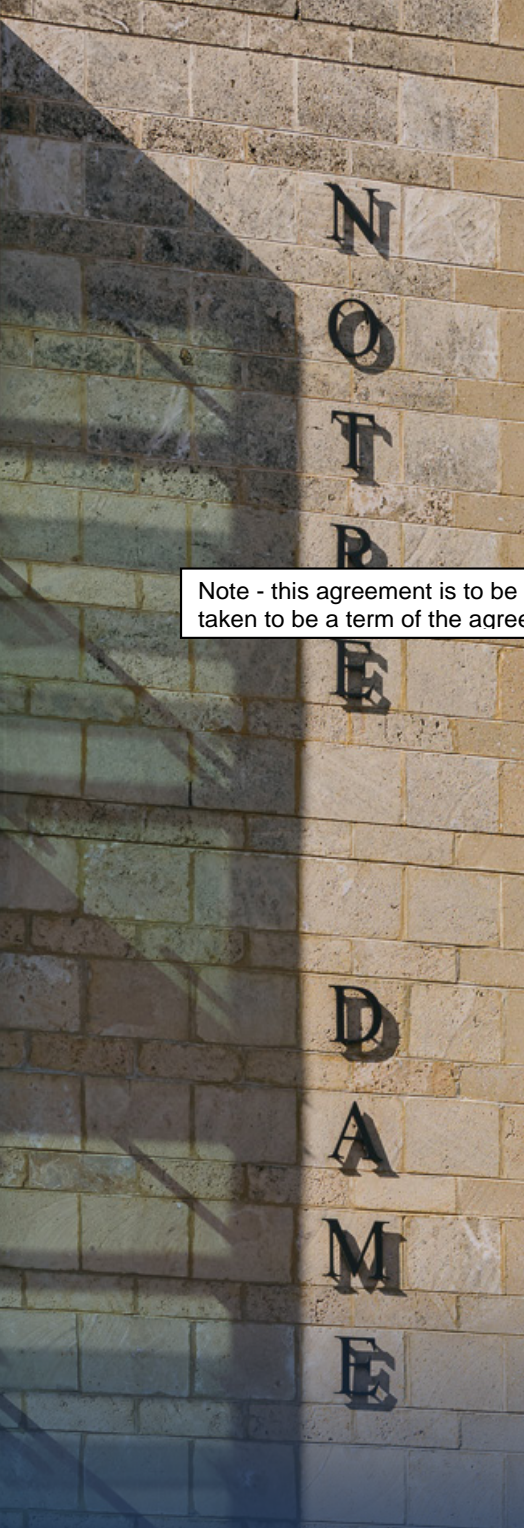
- a) Employees who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement period of one (1) hour;
- b) Employees with a primary occupation with the University or another campus-based entity have a minimum period of engagement of one (1) hour; and
- c) all other Casual Employees must have a minimum period of engagement of three (3) hours.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

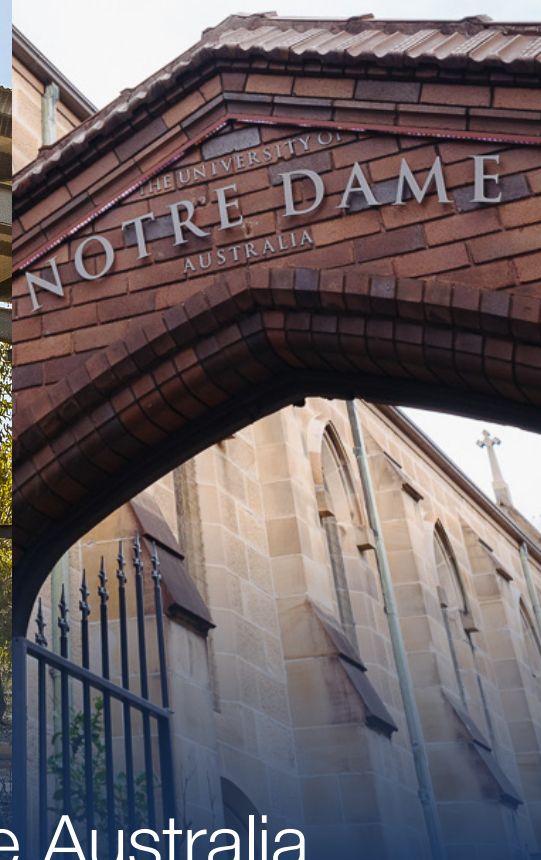
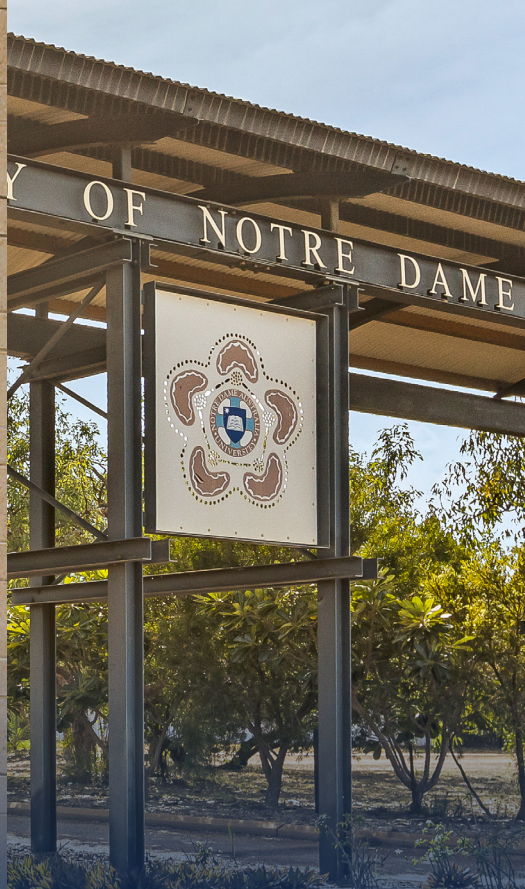


Signature _____

Date 12 April 2024



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



The University of Notre Dame Australia

Enterprise Agreement 2022 - 2026

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PART 1 – OPERATIONS OF AGREEMENT

1. TITLE OF THE AGREEMENT

- 1.1** This Agreement will be known as “The University of Notre Dame Australia Enterprise Agreement 2022 – 2026” (“Agreement”)

2. COVERAGE OF THE AGREEMENT

- 2.1** Subject to sub clause 2.2, this Agreement covers and is binding upon:
- (i) the University of Notre Dame Australia (‘University’);
 - (ii) Employees employed by the University under the classifications, and either hourly rates or base salary levels contained in Schedules A, B, C, D, E, F, G and H unless otherwise excluded by this Agreement; and
 - (iii) the National Tertiary Education Industry Union (‘Union’).
- 2.2** This Agreement does not cover or apply to persons appointed to the positions, as follows:
- (i) the Vice-Chancellor and Senior Employees;
 - (ii) who is covered by the Education Services (Post-Secondary Education) Award 2020 (as amended or replaced from time to time);
 - (iii) Religious members of the University who are assigned by their Congregation or by a Diocese/Archdiocese to support the work of the University; and
 - (iv) Conjoint appointees jointly appointed by a relevant institution (excluding subsidiaries of the University) and the University but are paid by the other institution.

3. DURATION OF AGREEMENT

- 3.1** This Agreement is a single-enterprise agreement under the Fair Work Act (Act) and will come into operation seven (7) days after it is approved by the Fair Work Commission (Commencement Date).
- 3.2** This Agreement will have a nominal expiry date of 30 July 2026.
- 3.3** The Parties agree to commence negotiations for a replacement enterprise agreement six (6) months prior to the nominal expiry date of this Agreement.

4. OPERATION OF THE AGREEMENT

- 4.1** This Agreement operates to the exclusion of any modern award, enterprise award or enterprise agreement which may otherwise, but for this clause, apply to those Employees covered by this Agreement.
- 4.2** All Employees are subject to, and the University will apply, the University’s policies and procedures as amended or replaced from time to time. However, the University’s policies and procedures are not incorporated into and do not form part of this Agreement. To the extent of any inconsistency between a policy or procedure and a term of this Agreement, the term of this Agreement will prevail.

- 4.3** The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.4** The Agreement supersedes and replaces in its entirety any previous Agreement covering employment with the University.
- 4.5** It is a term of this Agreement that the Union and Employees will not make or pursue any extra claims for improvements in wages or other terms and conditions of employment for the nominal term of this Agreement.
- 4.6** Defined terms have the meaning given to them in clause 5 Definitions of this Agreement.

5. DEFINITIONS

The following terms when used in this Agreement have the following meanings:

Academic Employee means any Employee in a classification listed in Schedule F and on a rate of pay in Schedules A, B or E (as applicable depending on the Employee's location) of this Agreement. It also includes Employees engaged as Sessional Employees, and Casual Employees engaged to perform duties in Schedule F.

Act means the *Fair Work Act 2009 (Cth)* as amended or replaced from time to time.

Agreement means The University of Notre Dame Australia Enterprise Agreement 2022 – 2026.

Casual Employment and **Casual Employee** means the employment of a Professional Employee (or an Academic Casual Employee other than in Sessional Employment) who is employed and paid on an hourly basis that includes a loading in lieu of paid leave and other entitlements.

Code of Conduct means the University's *Employee Code of Conduct and Ethical Behaviour*, as amended or replaced from time to time.

Continuing Employment or **Continuing** means Full-Time Employment or Part-Time Employment under a contract that contains a commencing date but no date or contingency relating to a specified task or project upon which the contract will come to an end.

Continuous Service means service with the University, including under one or more back-to-back contracts of employment, including any period of authorised leave or authorised absence and any period of Part-Time work. Except as otherwise specified in this Agreement, periods of unpaid leave and periods of casual service do not count as service for any purpose but will not constitute a break in service.

Employee means a person who's employed as a Professional or Academic Employee (including Academic Casual, Professional Casual and Academic Sessional Employees) and is covered by this Agreement.

Employee Review Committee means a committee established for the purposes of this Agreement, and will be comprised of:

- (i) An Employee or Senior Employee nominated by the University, and
- (ii) An Employee or Senior Employee nominated by the Union, and
- (iii) A Chairperson as nominated by the University.

If the Employee who is the subject of the Employee Review Committee objects to the Union nominating as per (ii) above, then the University will nominate an Employee or Senior Employee on their behalf.

Fixed-Term Employment or **Fixed-Term** means Full-Time Employment or Part-Time Employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specific task or project upon which the contract will come to an end.

Full-Time Employment or **Full-Time** means employment of an Employee (other than a Casual or Sessional Employee) whose ordinary hours are 37.5 hours per week (averaged over a 12 month period for an Academic Employee).

FWC means the Fair Work Commission or any successor.

Immediate Family has the same meaning as at section 12 of the Act as amended from time to time.

Immediate Family Member has the same meaning as at section 12 of the Act as amended from time to time.

NES means the National Employment Standards as contained in the Act as amended from time to time.

Parties means the University and the Union.

Part-Time Employment or **Fractional** or **Part-Time** means the employment of an Employee (other than a Casual or Sessional Employee) on a Continuing or Fixed-Term contract and whose ordinary hours are less than 37.5 hours per week (averaged over a 12 month period for an Academic Employee). A Part-Time Employee receives on a pro-rata basis equivalent pay and entitlements to those specified in the Agreement for Full-Time Employees.

Professional Employee means an Employee whose classification and rates of pay both match those found under Schedules C, D and G of this Agreement.

Reasonably Contemporaneous Marking means the marking of in-class presentations and pieces of written work such as short answer tutorial questions. It does not include marking of major essays or marking of final examinations.

Senior Employee means a Deputy Vice Chancellor, Pro Vice Chancellor, member of the senior executive, or as otherwise specified in the Agreement.

Sessional Employment or **Sessional Employee** means the employment of an Academic Employee who is employed and paid on an hourly basis. Sessional Employment may be for a single session, or a number of sessions over the course of one or more semesters, and for which payment is made in accordance with the rates set out in Schedule E of this Agreement.

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

University means The University of Notre Dame Australia.

Vice Chancellor means the person appointed as Vice Chancellor of the University or the delegate of the Vice Chancellor authorised under written authority by the Vice Chancellor.

6. THE ETHOS OF THE UNIVERSITY AS A CATHOLIC EMPLOYER

- 6.1** All Parties to the Agreement seek to provide a University education, within the context of the Catholic faith and values, which is characterised by excellence in teaching, scholarship and research, training for professions and pastoral care for its students.
- 6.2** All Parties to the Agreement seek to support the ethos of the University and respect the values and teachings of the Catholic Church.
- 6.3** Consistent with the Objects of the University, all Parties to the Agreement seek a workplace environment in which all Employees are, valued and encouraged to develop, both professionally and personally.
- 6.4** All Parties to the Agreement seek to provide fair and equitable terms and conditions of employment which are tailored to the circumstances of the University.

PART 2 – TYPES OF EMPLOYMENT AND APPOINTMENTS

7. CONTRACT OF EMPLOYMENT

- 7.1** The University will engage Employees in the types of employment set out in clause 8 and in accordance with the terms of this Agreement.
- 7.2** In addition to being employed in their substantive position an Employee may also be employed as a Casual or Sessional Employee to perform work unrelated to, or identifiably separate from, the duties of the substantive position.
- 7.3** New Employees will be provided with a written contract of employment prior to commencement with the University outlining the terms and conditions in accordance with the terms of this Agreement:
- (i) Where the appointment is Part-Time, the fraction and roster work pattern will be specified;
 - (ii) Employees (other than a Casual or Sessional) will be required to serve a probationary period. Additional provisions about probation are set out in clause 14 of this Agreement; and
 - (iii) Where the appointment is for Fixed-Term Employment, the Employee will be advised in writing of the term for which the appointment applies and the work activity engaged in as described under one of the categories under sub clause 9.1.

8. TYPES OF EMPLOYMENT

- 8.1** The University may choose to engage an Employee in the following ways:
- (i) Full-Time (Continuing, Fixed-Term); or
 - (ii) Part-Time (Continuing, Fixed-Term); or
 - (iii) Sessional; or
 - (iv) Casual (Professional or Academic).
- 8.2** This clause is to be read in accordance with clause 5 Definitions and the provisions of this Agreement.

9. FIXED TERM EMPLOYMENT CATEGORIES

- 9.1** The use of Fixed-Term Employment will be limited to the employment of an Employee engaged on work activity that comes with the description of one of more of the following categories:
- (i) *Specified Task or Project*; means a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame. Without limiting the generality of that circumstance, it may also include a period of employment provided from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - (ii) *Research*; means work activity by a person appointed on research-only functions.
 - (iii) *Replacement Employee*; means an Employee undertaking work activity replacing a Full-Time or Part-Time Employee for a definable period for which the replaced Employee is either on, authorised leave, or temporarily seconded away from their usual work area.

- (iv) *Fill a Vacancy on a Temporary Basis*; which is a work activity undertaken by an Employee performing the duties of:
 - a. A vacant position for which the University has made a definite decision to fill and has recruitment actively in progress; or
 - b. A position for which the normal occupant is performing higher duties or is performing a work activity provided for in this Agreement.

The work activity will be engaged in by the Employee until a person is engaged for the vacant position or the normal occupant resumes the position, as applicable.

- (v) *Pre-retirement Contract*; where a Full-Time or a Part-Time Employee declares that it is their intention to retire and agrees that a Fixed-Term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment. The contract will normally expire around the relevant retirement date, and by agreement will be no longer than two (2) years.
- (vi) *Employment of Students*; where the University offers a Fixed-Term contract to a person who is enrolled as an undergraduate or postgraduate student at the University provided that their employment is in an area relating to their area of study and the Fixed-Term Employment expires at the end of the academic year in which the person ceases to be a student.
- (vii) *New Organisational Area*; where a new organisational area is established and there is genuine uncertainty as to whether the new area will continue. A Fixed-Term contract can have a term of up to two (2) years prior to or from the establishment of the new area. If it becomes certain that the organisational area will continue, and the Employee has been employed for a minimum of two (2) years and meets the criteria set out in sub clause 11.2, then they will be offered Continuing Employment.
- (viii) *Uncertainty Over Future Requirements*; where there is uncertainty over future requirements, such as where all or part of the University is pending or undergoing organisational change; or a new course is being developed and implemented. A Fixed-Term contract can be offered for a period of up to two (2) years under this category. Any such arrangement will be a matter of consultation with the Joint Consultative Committee (JCC) as per clause 51.
- (ix) *Area Under Review*; which is a work activity occurring in circumstances where a formal review of an organisational area is under way. An Employee may be employed on a 12 month contract. Where the formal review has not been completed prior to the expiry of the 12 month period, the Employee may be given further employment on a Fixed-Term basis for a further 12 months. If at the end of the formal review the organisational area is not to be disestablished and the work is considered to be ongoing, the Employee will be offered Continuing Employment subject to the criteria set out in sub clause 11.2.
- (x) *Disestablished Organisational Area*; which is a work activity in an existing work area where there has been a definite decision to cease that work area. For such work activity, a contract of up to three (3) years may be offered.
- (xi) *Apprenticeship or Traineeship*; which is a work activity where an Employee is under a formal government-sponsored or approved traineeship or apprenticeship. Such an Employee is to be engaged for a period not exceeding the period of the apprenticeship or the traineeship.

- (xii) *Leadership*; which is a work activity where an Academic Employee is employed as an Academic Employee at the level of Head of School (or Deputy) or Associate Dean in any School provided that in this case the contract will include a provision allowing for the Head of School (or Deputy) or Associate Dean to revert to the existing or substantive position held by the Academic Employee prior to appointment as Head of School (or Deputy) or Associate Dean. The University may use a Fixed-Term contract for employment in this sub clause 9.1 (xii).
- (xiii) *Recent Professional Practice Required*; which is a work activity where there is a curriculum requirement that the work is to be undertaken by an Employee who has recent practical or commercial experience within the preceding two (2) years. Such an Employee is to be engaged for a period not exceeding two (2) years.
- (xiv) *Organisational Change*; which is a work activity for an initial single period of up to two (2) years, undertaken when a new organisational structure is being implemented in accordance with clause 50, provided that the new organisational structure being implemented affects no fewer than three (3) Employees. The University may offer a further Fixed-Term contract of a maximum of 12 months subsequent to the initial contract.
- (xv) *Unanticipated Increase in Enrolments*; which is a work activity where there is a sudden unanticipated or temporary increase in enrolments. A Fixed-Term contract may be used for up to three (3) years. If at the end of three (3) years, the work is considered to be on-going, the Employee will be offered Continuing Employment subject to the criteria set out in sub clause 11.2. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the JCC on an annual basis.
- (xvi) *Substantial Decrease in Enrolments*; which is a work activity where there is a reasonable expectation (based on data available at the time) that there is a significant risk of a decrease in enrolments which:
- a. is likely to require a reduction in future Employee numbers; and
 - b. causes a need, in the period leading up to the decrease in enrolments, to cover the work of a type that could reasonably be expected to be affected by the decrease in enrolments.
- If both criteria set out above are met, the University may use a Fixed-Term contract of up to three (3) years duration. The contracts issued must be linked to the area(s) of forecast enrolment decrease. If at the end of three (3) years, the work is considered to be Continuing, the Employee will be offered Continuing Employment subject to the criteria set out in sub clause 11.2. If the University is able to reasonably justify that risk still exists at the end of the contract, a further contract of up to two (2) years may be issued. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the JCC on an annual basis.
- (xvii) *First Year Medicine Tutors*; which is a work activity in which an Employee is employed in the University's School of Medicine, Fremantle or School of Medicine, Sydney for the purpose of tuition for first year medical students and where that Employee does not yet have a current registration as a Medical Practitioner with the Medical Board Of Australia (Registration). A contract of up to three (3) years may be offered. If at the end of the contract, the Employee has obtained Registration, the Employee will be offered Continuing Employment subject to the criteria set out in sub clause 11.2.
- (xviii) The Union and the University may agree on any specific circumstances other than those specified above, where the use of Fixed-Term contracts may be appropriate (despite the desirability of maximising the number of Employees in Continuing Employment). Such agreement may be subject to conditions such as the time, location, duration and number of any contracts. Where agreement is reached, notwithstanding the other requirements of this clause, Fixed-Term Employment is permitted, subject to any such conditions.

9.2 An Employee who is employed on a Fixed-Term contract for a *Specific Task or Project* in accordance with sub clause 9.1 (i) or for *Research* in accordance with sub clause 9.1 (ii) and who is on a second or subsequent contract and who has not secured comparable alternative employment at the expiry of their second or subsequent contract because:

- (i) the same or substantially similar duties are not required by the University; or
- (ii) the duties of the kind performed in relation to the work continue to be required, but another person has been appointed, or is to be appointed, to the same or substantially similar duties on a Continuing contract;

will be entitled to the following amount of severance pay which is to be paid according to the base salary rates specified in Schedules A, B, C and D:

Period of Continuous Service	Severance Pay
Up to the completion of 2 years	4 weeks
More than 2 but not more than 3 years	6 weeks
More than 3 but not more than 4 years	7 weeks
More than 4 years	8 weeks

9.3 A Fixed-Term Employee will have a right to the Fixed-Term position where it is renewed with the same or substantially similar duties.

10. PART-TIME AND FRACTIONAL APPOINTMENT

10.1 An Employee may be appointed on a Part-Time or Fractional basis to work ordinary hours which are less than 37.5 ordinary hours per week (averaged over a 12 month period for Academic Employees).

10.2 The annual base salary for an Employee appointed to work on a Part-Time or Fractional basis will be calculated pro-rata to the Full-Time annual base salary appropriate to the level of appointment in proportion to the ordinary hours of work for which the Employee is engaged on a Part-Time or Fractional basis.

10.3 Entitlements in this Agreement are pro rated for Employees employed on a Part-Time or Fractional basis according to their ordinary hours of work, unless otherwise expressly provided.

11. CONVERSION OF EMPLOYMENT

11.1 Conversion from Casual to Continuing Employment

11.1.1 Eligibility

11.1.1.1 An Employee may be offered and can request for a conversion from Casual Employment to Full-Time or Part-Time Employment, provided that the Employee meets the provision of a Casual Employee as per the definition in this Agreement and is in accordance with this clause.

11.1.1.2 It is taken not to include employment for a specified period of time or for a specified task.

11.1.1.3 This provision does not exclude a Casual Employee applying for a conversion at any time of their employment.

11.1.1.4 The University will not reduce or vary an Employee's hours of work, or terminate an Employee's employment, in order to avoid any right or obligation under this clause.

11.1.1.5 Furthermore, nothing in this Agreement requires:

- (i) A Casual Employee to convert to Full-Time Employment or Part-Time Employment; or
- (ii) Permits the University to require a Casual Employee to convert to Full-Time Employment or Part-Time Employment; or
- (iii) Requires the University to increase the hours of work of an Employee who requests conversion to Full-Time Employment or Part-Time Employment.

11.1.2 Offering a Casual Conversion

11.1.2.1 The University must make an offer to a Casual Employee if:

- (i) the Employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
- (ii) during at least the last six (6) months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a Full-Time Employee or a Part-Time Employee (as the case may be).

11.1.2.2 The offer must:

- (i) be in writing; and
- (ii) will indicate the hours and pattern of work as regular and continuous as is reasonably practicable, having regard to the University's operational requirements and the Employee's previous pattern of work:
 - a. for an Employee that has worked the equivalent of Full-Time hours during the period in sub clause 11.1.2.1 (ii) above to Full-Time Employment that is consistent with the regular pattern of hours worked during that period;
 - b. for an Employee that has worked less than the equivalent of Full-Time hours during the period in sub clause 11.1.2.1 (ii) above to Part-Time Employment that is consistent with the regular pattern of hours worked during that period; and
- (iii) be given to the Employee within the period of 21 days after the end of the 12 month period.

11.1.3 Not Offering or Declining an Offer

11.1.3.1 The University will not unreasonably decline an application for conversion, but may decline an application on the following:

- (i) there are reasonable grounds not to make the offers that are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;
- (ii) the work will either no longer be required, or will be performed by an existing Continuing Employee, within 12 months of the date of the conversion application; and
- (iii) the days, hours and times of work which the Employee is required to perform will be significantly reduced in that period or which cannot be accommodated within the availability of the Employee to work during that period.

11.1.3.2 The University must give written notice to a Casual Employee if:

- (i) the employer decides not to make an offer to the Employee; or
- (ii) the Employee has been employed by the employer for the 12 month period but does not meet the requirements; or
- (iii) include details of the reasons for not making the offer (including any grounds on which the employer has decided to not make the offer); and
- (iv) be given to the Employee within 21 days after the end of the 12 month period referred to in sub clause 11.1.2.2 (iii).

11.1.3.3 The Employee must give a written response to the University:

- (i) Within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer; and
- (ii) If the Employee fails to give the employer a written response within 21 days after the offer is given, the Employee is taken to have declined the offer.

11.1.4 Acceptance of Offer

11.1.4.1 If the Employee accepts the offer, the University must, within 21 days after the day the acceptance is given to the University, give written notice to the Employee of the following:

- (i) whether the Employee is converting to Full-Time Employment or Part-Time Employment;
- (ii) the Employee's hours of work after the conversion takes effect; and
- (iii) the day the Employee's conversion to Full-Time Employment or Part-Time Employment takes effect.

11.1.4.2 The day specified must be the first day of the Employee's first full pay period that starts after the day the notice is given unless the Employee and Employer agree to another day. The effect of conversion is to be Full-Time or Part-Time Continuing Employee for the purposes of all relevant legislation, this Agreement and the Employee's contract of employment.

11.2 Conversion from Fixed-Term to Continuing Employment

11.2.1 Eligibility

11.2.1.1 An Employee who has been engaged on two (2) or more consecutive Fixed-Term appointments in the same School or Business Unit and position over a period of two (2) or more years, will be eligible to apply for and will be granted, Continuing Employment, provided that the Employee:

- (i) is undertaking work of a continuing nature;
- (ii) has been selected through a merit selection process for at least one of the Fixed-Term appointments or has been assessed through a merit selection process as part of this application;
- (iii) can demonstrate satisfactory performance through performance and development review plan(s);
- (iv) is not the subject of an unsatisfactory performance or disciplinary processes; and
- (v) Nothing in this Agreement requires:
 - a. an Employee to convert to Full-Time Employment or Part-Time Employment; or
 - b. permits an employer to require an Employee to convert to Full-Time Employment or Part-Time Employment; or
 - c. the University to increase the hours of work of an Employee who requests conversion to Full-Time Employment or Part-Time Employment under this clause.

11.2.2 Grounds to Decline a Conversion

11.2.2.1 The University will not unreasonably decline an application for conversion, but may decline an application on the following:

- (i) there are reasonable grounds not to make the offer that are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer (for example, but not limited to, where there is no ongoing budgetary considerations or the area is subject to significant change or reconsideration of services);
- (ii) is an apprentice, trainee, junior or wage supported Employee;
- (iii) is externally funded by an organisation not the University;

- (iv) the work will either no longer be required, or will be performed by an existing Continuing Employee, within 12 months of the date of the conversion application;
- (v) is primarily employed or self-employed elsewhere;
- (vi) does not meet the essential requirement of the position; and
- (vii) the days, hours and times of work which the Employee is required to perform will be significantly reduced in that period or which cannot be accommodated within the availability of the Employee to work during that period.

11.2.3 Confirmation of Conversion

11.2.3.1 If the application is granted, the University will provide confirmation of the conversion to Continuing Employment by written notice to the Employee as follows:

- (i) whether the Employee is converting to Full-Time Employment or Part-Time Employment;
- (ii) the Employee's hours of work and work pattern (if applicable) after the conversion takes effect;
- (iii) the day the Employee's conversion to Full-Time Employment or Part-Time Employment takes effect.

11.2.3.2 The day specified must be the first day of the Employee's first full pay period that starts after the day the notice is given unless the Employee and Employer agree to another day. The effect of conversion is to be Full-Time or Part-Time Continuing Employee for the purposes of all relevant legislation, this Agreement and the Employee's contract of employment.

11.3 Conversion from Sessional to Continuing Employment

11.3.1 Eligibility

11.3.1.1 The University is committed to supporting the early careers of our Academics. To this end, in accordance with the terms set out below, the University will aim to convert a maximum of 30 Academic Sessional Employees in Continuing academic positions over the term of the Agreement.

11.3.1.2 A Sessional Employee may be eligible to apply for or be offered Full-Time or Part-Time Employment, provided that the Employee:

- (i) is undertaking work of a continuing nature;
- (ii) can evidence meeting the merit selection criteria required for the relevant classification level;
- (iii) meets the definition of Sessional Employee in this Agreement;
- (iv) the Employee has been employed by the University for a period of a minimum of 12 months beginning the day the employment started; and
- (v) during at least the last 12 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a Full-Time Employee or a Part-Time Employee (as the case may be).

11.3.2 Merit Based Selection Process

11.3.2.1 This is a merit-based selection process, and all applications will be considered through the requirements of a Level A or B academic classification.

11.3.2.2 Where no internal applicant is appointable, the University may move to open the advertisement externally.

11.3.3 Grounds to Decline a Conversion

11.3.3.1 The University will not unreasonably decline an application for conversion, but may decline an application on the following:

- (i) there are reasonable grounds not to make the offer that are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer (for example, but not limited to, where there is no ongoing budgetary consideration, or the area is subject to significant change or reconsideration of services);
- (ii) the position is externally funded by an organisation not the University;
- (iii) the work will either no longer be required, or will be performed by an existing Continuing Employee, within 12 months of the date of the conversion application;
- (iv) is primarily employed or self-employed elsewhere; and
- (v) does not meet the essential requirement of the position.

11.3.4 Confirmation of Conversion

11.3.4.1 If application is granted, the University will provide confirmation of the conversion to Continuing Employment by written notice to the Employee as follows:

- (i) whether the Employee is converting to Full-Time Employment or Part-Time Employment;
- (ii) whether the Employee is converting into a Level A or Level B;
- (iii) the day the Employee's conversion to Full-Time Employment or Part-Time Employment takes effect will be:
 - a. The day specified must be the first day of the Employee's first full pay period that starts after the day the notice is given unless the Employee and Employer agree to another day; The effect of conversion is to be a Full-Time or Part-Time Employee for the purposes of all relevant legislation, this Agreement and the Employee's contract of employment;
- (iv) As per clause 7 contract of employment provisions.

11.3.4.2 For a Sessional Employee that has worked the equivalent of Full-Time hours during the previous 12-month period to Full-Time Employment that is consistent with the regular pattern of hours worked during that period.

11.3.4.3 For a Sessional Employee that has worked less than the equivalent of Full-Time hours during the 12-month period to Part-Time Employment that is consistent with the fraction of work during that period or a different fraction by agreement.

11.3.4.4 Workload will be allocated in accordance with an Academic Pathway as per clause 13.

11.3.4.5 Teaching work that is to be performed in the positions will be work that was previously done by a Sessional Employee. Notwithstanding this, if such a construction of work would inhibit the breadth of teaching activities commensurate with a Continuing academic position, the teaching work of the position may be augmented with suitable alternative teaching and research functions.

11.3.4.6 A Sessional Conversion to Level A appointment will be paid in a salary range commencing at Level A, Step 3, with annual incremental progression where performance is assessed as satisfactory by the University unless:

- (i) If it is required for the position to carry out full unit co-ordination duties as part of normal duties, and/or who holds a relevant doctoral qualification will be paid a salary no lower than Level A Step 6.

11.3.4.7 A Sessional Conversion to Level B appointment will be paid in a salary range commencing at Level B, Step 1, with annual incremental progression where performance is assessed as satisfactory by the University.

12. PROFESSIONAL EMPLOYEES CLASSIFICATION AND RECLASSIFICATION

- 12.1** All Professional Employee positions will be classified in accordance with the Professional Employee classification descriptors set out in Schedule G of this Agreement. Positions will be classified at the level that most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 12.2** The classification of a position must be based on work value, having regard to the following factors:
- (i) The responsibilities and skills required;
 - (ii) Comparisons of the work requirements of the position with other positions having similar duties, responsibility and skill requirements;
 - (iii) The structural relationships of the positions; and
 - (iv) The principles of pay equity.

The term “classification” relates to the position, not to the individual.

- 12.3** Broad banding can be applied to new, vacant or reclassified positions. Broad banding is the classification of an Employee’s position across two adjoining classification levels. It must be consistent with the following principles:
- (i) The work is commensurate with the Professional Employee Classification Descriptors;
 - (ii) It is to be considered prior to recruitment for any new or vacant position;
 - (iii) It is to be beneficial to the University;
 - (iv) It is to be organisationally driven;
 - (v) It should not have the effect of widening the gender pay gap; and
 - (vi) It is to be subject to the approval of the line manager in consultation with the relevant Senior Employee.

12.4 Position Descriptions

- 12.4.1** Each position must have a written position description. Immediately prior to an application for reclassification, the Employee and their supervisor are to review the position description. The agreed position description must then be lodged with People and Culture for confirmation or amendment. If the Employee and their supervisor are unable to agree upon the content of the position description, the matter is to be referred to the relevant Senior Employee who will determine the content of the position description having regard to the views of the Employee, their supervisor and the University.

- 12.4.2** It is noted that it is the University’s prerogative to determine the duties, responsibilities and skills required of a particular position.

12.5 Procedure for Reclassification (Professional Employees Only)

- 12.5.1** The University will maintain a procedure under which Professional Employees may initiate a claim for reclassification of their substantive position.
- 12.5.2** The procedure will include the following requirements:
- (i) Claims for reclassification are to be filed with both the administrative head of the relevant work area and People and Culture;
 - (ii) The assessment of the claim for reclassification is to be completed within two (2) months, if possible, of receipt of the claim to People and Culture;
 - (iii) The date of effect of any successful claim for reclassification will be the date of receipt of the claim to People and Culture; and
 - (iv) Written reasons will be provided for all unsuccessful claims for reclassification.

12.5.3 The University retains the right to determine, in accordance with the Classification Descriptors in Schedule G:

- (i) The title and classification of new positions;
- (ii) The title and classification structure for categories and groups of positions;
- (iii) The criteria for appointment at, or promotion to, all positions and categories of positions; and
- (iv) The title and classification of vacant positions, having regard for the duties and responsibility attached to those positions.

12.6 Appeal

12.6.1 If a Professional Employee's application for reclassification of their substantive position is unsuccessful then the Employee may appeal against that decision provided that one, or more, of the following grounds apply:

- (i) The University did not comply with a requirement of this clause when considering the application for reclassification;
- (ii) The University did not follow its set down procedure for applications for reclassifications of positions;
- (iii) The University did not afford the individual Employee procedural fairness in its consideration of the application for reclassification; or
- (iv) The University did not correctly assess the work value of the relevant position.

12.6.2 The appeal must be lodged within 15 working days of receiving notification that the application for reclassification of their substantive position is unsuccessful.

12.6.3 A Reclassification Review Committee will be formed upon the receipt of a Reclassification Appeal. The Committee is to consist of suitably experienced persons.

12.6.4 The Reclassification Review Committee will firstly determine whether the appeal is valid, that is whether it addresses one or more of the grounds of appeal. If the Reclassification Review Committee decides that the appeal does not address the relevant grounds of appeal then the Committee will dismiss the appeal.

12.6.5 If the Reclassification Review Committee decides that an appeal is a valid appeal, it will then consider whether the appellant successfully establishes one or more of the grounds of appeal. If the Reclassification Review Committee determines that the appellant has not established one or more of the grounds of appeal, the appeal must be dismissed.

12.6.6 If the Reclassification Review Committee determines that the appellant has established one, or more, grounds of appeal, then the Committee will refer the application for reclassification back to People and Culture for further consideration. In doing so, the Reclassification Review Committee will clearly set out in writing the established grounds, and what People and Culture needs to do to remedy the breach of process.

12.6.7 People and Culture must then reconsider the application for reclassification, in light of the findings of the Reclassification Review Committee. That reconsideration will take place within 15 working days of receipt by People and Culture of the referral from the Reclassification Review Committee.

13. ACADEMIC PATHWAY

- 13.1** In addition to the academic classification level, Academic Employees are assigned to an academic pathway on appointment with the University. There are four (4) academic pathways:
- (i) Teaching and Research Scholar; or
 - (ii) Teaching Scholar; or
 - (iii) Research Scholar; or
 - (iv) Leadership or Practice Scholar.
- 13.2** On appointment, the default academic pathway that will be assigned is a Teaching and Research Scholar unless otherwise specified.
- 13.3** An Academic Employee may be assigned to a different academic pathway by agreement with the relevant Senior Employee (or nominee).
- 13.4** Academic Pathways are described below.
- 13.5 Teaching and Research Scholar Pathway**
- 13.5.1** Expectations of the various levels of the Teaching and Research Scholar pathway are as described in the Academic Positions described in Schedule F.
- 13.6 Teaching Scholar Pathway**
- 13.6.1** Without limiting the application of the academic positions as described in Schedule F, expectations of the various levels of the Teaching Scholar are as follows.
- 13.6.2** A Teaching Scholar is expected to make a significant contribution to the teaching effort of the University at all levels. A Teaching Scholar is expected to participate in or be responsible for teaching related activities relevant to their profession or discipline. A Teaching Scholar is expected to engage in some scholarly activity, but these may be more professionally oriented and/or be reduced in quantity, in comparison to a Teaching and Research Scholar, due to a greater concentration on teaching and teaching-related activities.
- 13.6.3** A Teaching Scholar may also be expected to, where appropriate, engage in leadership and administrative activities that support teaching.
- 13.6.4** The focus on teaching and teaching-related activities will be reflected in the allocation of workload, in expectations in probation and expectations for promotion purposes.
- 13.6.5** Qualifications for Teaching Scholars, at the various levels, will be the same as for Teaching and Research Scholars.
- 13.7 Research Scholar Pathway**
- 13.7.1** Without limiting the application of the academic positions as described in Schedule F, expectations of the various levels of the Research Scholar are as follows.
- 13.7.2** A Research Scholar is expected to make a significant contribution to the research effort of the University. A Research Scholar is expected to have a role that includes mainly research and/or performance/creative duties. A Research Scholar is expected to engage in teaching, but these activities will normally be reduced in quantity in comparison to a Teaching and Research Scholar, due to their greater concentration on research activities.
- 13.7.3** A Research Scholar may also be expected to, where appropriate, engage in leadership and administrative duties that support research.
- 13.7.4** The focus on research and research-related activities will be reflected in the allocation of workload, in expectations in probation, and expectations for promotional purposes.
- 13.7.5** Qualifications for Research Scholars at the various levels will be the same as for Teaching and Research Scholars.

13.8 Leadership or Practice Scholar Pathway

13.8.1 Without limiting the application of the academic positions described, the following may apply:

- (i) "Leadership" applies to those academic positions that undertake significant leadership and service whilst still maintaining their discipline currency. They may lead teaching, research, or scholarship or leadership/service activity and will usually teach or conduct research themselves. Academic Employees on this pathway may complete specific scholarship of teaching and learning project(s) or research projects or leadership/service, with objectives directly relevant to strategic and operational priorities.
- (ii) "Practice" applies to those positions designed to be a bridge between industry/commercial enterprise and academia, and/ or to accommodate hybrid technical practitioner activities that are not traditional academic work. These positions will provide an opportunity for Academic Employees to balance external industry or clinical employment and the delivery of contemporary industry or clinical education. They will be principally focused on delivery of industry related teaching and are distinct positions and do not replace regular academic positions.

13.8.2 Academic Employees assigned to this pathway may be engaged as a practitioner or professional in their field who are expected to make a significant contribution to a contemporary practitioner-based activities, skills, and knowledge relevant to a discipline or profession at the University. They may be required to contribute to engagement and service activities.

14. PROBATION

- 14.1** All Full-Time and Part-Time Professional Employees, subject to sub clause 14.5, may be appointed on probation and may be continued in such a probationary appointment for a period of up to six (6) months from the date of commencement.
- 14.2** All Full-Time and Part-Time Academic Employees, subject to sub clause 14.5, may be appointed on probation and may be continued in such a probationary appointment for a period of up to 18 months from the date of commencement.
- 14.3** The period of probation for an Employee on a Fixed-Term contract will be no longer than the greater of six (6) months or one-third of the length of the Fixed-Term appointment.
- 14.4** The length of the probationary period will be specified in the Employee's contract of employment.
- 14.5** A probationary period may be extended by up to a further six (6) months, provided that the Employee is notified in writing of the reason for the extension not less than 10 working days prior to the conclusion of the initial probation period.
- 14.6** An existing Employee who has served a six (6) month probationary period will not have a further probationary period included in any second or subsequent contract in the same or similar position with the University.
- 14.7** The Employee's immediate supervisor will review the Employee's work performance during the probationary period and provide written feedback to the Employee.
- 14.8** The process of review may include informal feedback as well as a formal review(s).
- 14.9** There will be at least one (1) formal review during the probationary period.
- 14.10** Prior to any decision to terminate employment:
 - (i) An Employee on probation will be advised in writing of any adverse material about the Employee that the University intends to take into account in a decision to terminate the employment; and

- (ii) the University will give the Employee the opportunity to respond within five (5) working days of receipt of the advice.
- 14.11** The University will confirm completion of probation, extend probation or terminate the appointment on or before conclusion of the probationary period.
- 14.12** Any decision to extend or terminate the probationary period must be agreed to by the Vice Chancellor.
- 14.13** Failure to give notice by the University or the Employee in accordance with the provisions of sub clause 45.3 will require the payment, or forfeiture of payment, in lieu of such notice. However, a lesser period of notice may be agreed between the University and the Employee.
- 14.14** Where a decision has been made to terminate the Employee's employment in accordance with the provisions of sub clause 45.3, the Employee will have a right of appeal based only on a breach of procedural fairness.
- 14.15** Appeals must be lodged by the Employee with the Vice Chancellor within five (5) working days of the Employee having been advised of the termination of their employment.
- 14.16** On receipt of an appeal, the Vice Chancellor will establish an Employee Review Committee convened for that purpose.
- 14.17** The Employee Review Committee will determine whether procedures have been followed. If the appeal is upheld, the reasons will be submitted to the Vice Chancellor for consideration.
- 14.18** The Vice Chancellor will determine the matter and notify the Employee in writing of the final decision within five (5) working days of the decision being made. The University's decision will be final, save for an Employee's right to pursue the matter outside the University through any relevant external agency.
- 14.19** Performance issues for Employees on Probation will be dealt with under this clause, and are not subject to clause 49.

15. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 15.1** For consistency, the term "Aboriginal and Torres Strait Islander" will be used throughout the Agreement. This term is intended to be an inclusive term that is interchangeable with Aboriginal and Torres Strait Islander, First Nation and First Nations People.
- 15.2** The University respects and acknowledges the traditional and continuing spiritual relationship, cultural heritage and beliefs, that Aboriginal and Torres Strait Islander peoples have to the lands related to all our campuses.
- 15.3** The University will:
 - (i) Respect and acknowledge the Aboriginal and Torres Strait Islander peoples of the land on which the University campuses are situated;
 - (ii) Respect the rights of its Aboriginal and Torres Strait Islander Employees; and
 - (iii) Promote a fair and inclusive educational and work environment for Aboriginal and Torres Strait Islander Employees.
- 15.4** The University, in consultation with Aboriginal and Torres Strait Islander Employees, will develop, implement and launch a Reconciliation Action Plan and an Aboriginal and Torres Strait Islander Employment Strategy within 12 months of the commencement of the Agreement.

- 15.5** The University will seek to increase the number of Aboriginal and Torres Strait Islander Employees. The Parties to this Agreement shall use their best endeavours to increase Aboriginal and Torres Strait Islander Employment over the term of the Agreement to 3% of the total Employee population on a headcount basis.
- 15.6** For the avoidance of doubt, a failure to meet the target referred to in sub clause 15.5 will only be regarded as a breach of this Agreement where it can be established that such a failure results from the University failing to take active measures to meet the suggested levels.
- 15.7** The Parties agree that the purpose of the Aboriginal and Torres Strait Islander Employment Strategy is to increase the number of Aboriginal and Torres Strait Islander Employees of the University.
- 15.8** The University will maintain a minimum of one Aboriginal and Torres Strait Islander representative on interview panels for positions being recruited that require Aboriginal and Torres Strait Islander expertise and knowledge.
- 15.9** The University will allocate responsibilities for Aboriginal and Torres Strait Islander issues to the most appropriate Senior Employee responsible for overseeing the provision of advice to the University on relevant aspects of Aboriginal and Torres Strait Islander higher education and employment strategies.
- 15.10** The University will continue to maintain the position of Aboriginal and Torres Strait Islander Employment Advisor. It is recognised that this position is essential in the development, implementation and monitoring of the Aboriginal and Torres Strait Islander Employment Strategy.
- 15.11** The University values the cultural knowledge and contribution that Aboriginal and Torres Strait Islander Employees bring to the University and acknowledges that Employees are informally requested to provide advice and guidance on Aboriginal and Torres Strait Islander issues. This informal contribution will require reasonable accommodations to be negotiated where the requests of the employer adversely impact workload.
- 15.12 Aboriginal and Torres Strait Islander Employment Committee**
- 15.12.1** The University will maintain an Aboriginal and Torres Strait Islander Employment Committee.
- 15.12.2** The Aboriginal and Torres Strait Islander Employment Committee will consist of:
- (i) a University Senior Employee as the Chair of the Committee to oversee the implementation of the Aboriginal and Torres Strait Islander employment strategies for the University;
 - (ii) two (2) Aboriginal and Torres Strait Islander Employees agreed by the University and the Union with consideration given to representation from various campuses;
 - (iii) Aboriginal and Torres Strait Islander Employment Advisor;
 - (iv) an Employee from People and Culture;
 - (v) an Employee nominated by the Union; and
 - (vi) a co-opted member as agreed by the Chair.
- 15.12.3** The purpose of the Aboriginal and Torres Strait Islander Employment Committee will be to:
- (i) oversee and contribute to the implementation of the Aboriginal and Torres Strait Islander Employment Strategy;
 - (ii) identify and develop career development opportunities for Aboriginal and Torres Strait Islander Employees;
 - (iii) monitor Aboriginal and Torres Strait Islander employment data such as number of Employees, classification levels and modes of employment, promotion and retention; and
 - (iv) discuss any other related matters that the Chair determines are necessary.
- 15.12.4** The Chair will provide an update to the JCC following the meeting.
- 15.12.5** All parties will be granted sufficient time release to attend and prepare for meetings.
- 15.12.6** The Committee shall meet at least two (2) times per year, and as the Chair otherwise agrees.

15.12.7 The University will provide to the Committee a written report on progress and data relevant to sub clause 15.5 on an annual basis.

15.13 Aboriginal and Torres Strait Islander Language Allowance

15.13.1 An Employee required by the University to use an Aboriginal and Torres Strait Islander language within their position, will be paid an allowance. The allowance will be a pro rata entitlement based on Full-Time equivalence. Casual and Sessional Employees are not entitled to this form of allowance.

15.13.2 Aboriginal and Torres Strait Islander language will mean a recognised proficiency in any one of the Aboriginal and Torres Strait Islander languages and will be paid on the following basis:

Level 1 is **\$2,500 per annum** and is a fixed amount for the term of the Agreement. A position requirement for the Employee appointed to have an elementary level of ability for the purpose of basic communication.

Level 2 is **\$4,500 per annum** and is a fixed amount for the term of the Agreement. A position requirement for the Employee appointed to have an intermediate to advanced level of ability for the purposes of general business communication by way of conversation, reading and writing.

PART 3 – SALARY, SUPERANNUATION and ALLOWANCES

16. RATES OF PAY

- 16.1** The base salary rates payable to Academic and Professional Employees for each classification of work are set out in Schedules A, B, C and D of this Agreement.
- (i) Sessional rates of pay are set out in Schedule E of this Agreement.
 - (ii) Apprentices, Traineeships, Junior and Supported Wage Employee provisions are set out in Schedule H of this Agreement.
- 16.2** The gross rates for Part-Time, Casual and Sessional Employees will be calculated to the nearest whole cent.
- 16.3** Salary and Wages will be paid fortnightly by electronic funds transfer into an account nominated by the Employee.
- 16.4** A Part-Time Employee will be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the appointment bears to a Full-Time appointment.
- 16.5** The rate of salary for a Part-Time Employee will be calculated pro-rata to the salary appropriate to the level of appointment in proportion which the appointment bears to a Full-Time appointment.
- 16.6** The University has two different salary scales for Western Australian campuses; and for the New South Wales campuses (covering all eastern state employment).
- 16.7** For each hour worked a Casual Employee will be paid:
- (i) The base hourly rate – calculated by dividing the annual base salary rate by 1,950 (26 fortnights x 75 hours) and rounding it in accordance with sub clause 16.2; and
 - (ii) A loading of 25% of the base hourly rate.
- for the level in which they are employed. The loading is paid to compensate Casual Employees for not having certain entitlements under the NES and the Agreement, which do not apply to Casual Employees, including but not limited to annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, notice of termination, redundancy pay and any other benefits of Full-Time or Part-Time Employment as prescribed by the Agreement which do not apply to Casual and Sessional Employees unless otherwise specified in the Agreement.

17. PENALTY RATES OF PAY (CASUAL EMPLOYEES)

- 17.1** Where penalty rates are applicable to a Casual Employee, the penalties will be applied in the following manner:
- (i) The base hourly rate of pay (calculated as set up in sub clause 16.7 (i)) multiplied by the penalty; and
 - (ii) A loading of 25% of the base hourly rate of pay.

18. SALARY DEDUCTIONS AND OVERPAYMENTS

- 18.1** Payroll deductions will only occur with written consent of an Employee detailing the total amount, reason and payee details required. Of note: the University is not accountable for individual tax and financial planning advice and all deduction arrangements will be subject to an Employee confirming their acceptance of this accountability.

- 18.2** Upon the written request of an Employee, the University will deduct union membership fees from the Employee's salary. There shall be no charge to the Employee or the Union for this service. This arrangement may be terminated by either the Employee or the Union by two (2) weeks written notice to the University.
- 18.3** Where an Employee is for any reason overpaid, the University will provide written authorisation for the reconciliation of the overpayment against their salary in the following pay(s) unless the University and the Employee agree to alternative arrangements to pay back such overpayment.

19. PAY INCREASES

- 19.1** Salaries will be adjusted annually in accordance with Schedules A, B, C, D and E of this Agreement.

20. COMPARATIVE SALARIES AND WAGES ACROSS CAMPUSES

- 20.1** The University has two (2) different salary scales:
- (i) For the West Australian campuses; and
 - (ii) For the New South Wales campuses.
- 20.2** The University will annually review the basis for having different salary scales by reference to official Australian Government publications and any other matters that it considers relevant.
- 20.3** When the University determines that there is no basis for having different salary scales it will develop a plan to align salary scales (in whole or in part) over a reasonable period and taking into account any matters that it considers relevant.

21. SALARY MOVEMENT WITHIN A CLASSIFICATION

- 21.1** Eligibility for incremental progression will be based on the satisfactory performance of duties by the Employee.
- 21.2** The date of incremental adjustment of salaries will be:
- (i) the anniversary of the appointment of the Employee;
 - (ii) the anniversary of the date of promotion; or
 - (iii) an alternative date as agreed between the Employee and the University.
- 21.3** A review of the performance of duties with the Employee will be carried out by the University no later than one month before an increment is due.
- 21.4** Following the review, an incremental report will be produced by the University recommending either the payment or deferral of the increment.
- 21.5** Where no report is submitted before the incremental date, the increment will proceed automatically.
- 21.6** Subject to sub clauses 21.7 to 21.11, the deferral of an increment will be for one calendar year.
- 21.7** Where deferral of the increment is recommended, the University will:
- (i) advise the Employee in writing of the reasons for deferral;
 - (ii) identify the steps required to improve the performance of the Employee;
 - (iii) advise the Employee of their right to reply; and

(iv) advise the Employee of their right to have the matter reviewed.

- 21.8** A review request to the University will be made within 10 working days and will state the basis for the review.
- 21.9** Where the decision to defer an increment is overturned by the University, the Employee's increment will be backdated to the relevant date.
- 21.10** Where an initial deferred annual increment is subsequently approved, the payment date will be effective from the date of approval to proceed to the next increment. Thereafter, the annual increment will remain as the original anniversary date.
- 21.11** Where the review of the decision to defer an increment determines that an Employee should not receive an annual increment, such an increment will not be paid for that year. Thereafter, the annual increment will remain as the original anniversary date.
- 21.12** An Employee who has been absent in excess of three (3) months, in aggregate, will have the review delayed by the period of absence. Any resultant increase will not be backdated to the date the Employee would have originally had their incremental adjustment of salary if they had not been absent.

22. ALLOWANCES

22.1 Remote Allowance

- 22.1.1** In recognition of their remote location, Employees employed to work at the Broome Campus will be provided with an additional two (2) weeks leave per annum and a weekly remote allowance, in accordance with the following amounts, which is paid pro rata for Part-Time Employees.

Year	First pay period on or after 1 Jan 2022	First pay period on or after 1 Oct 2022	First pay period on or after 1 Oct 2023	First pay period on or after 1 Oct 2024	First pay period on or after 1 Oct 2025	First pay period on or after 1 Jul 2026
Allowance	\$1,082.57 p.a.	\$1,104.22 p.a.	\$39.90 per week	\$41.10 per week	\$42.44 per week	\$43.93 per week

- 22.1.2** Effective 1 October 2023, the remote allowance will be amended to a weekly allowance. This allowance will be paid on a fortnightly basis.
- 22.1.3** The increases to this allowance over the term of the Agreement will be in line with the relevant increases for salary.
- 22.1.4** The additional two (2) weeks leave does not accrue from year to year. Any balance not used during the year will be cashed out.
- 22.1.5** The additional two (2) weeks leave and the remote allowance will be calculated on a pro rata basis for Employees who have not worked a full year in Full-Time Employment.
- 22.1.6** An Employee can opt not to take the remote allowance, by providing notification to the University in writing.

22.2 Payment for Use of Own Vehicle for Employees

- 22.2.1** If an Employee:
- (i) is requested by the University to use a private motor vehicle on official business; and
 - (ii) consents to do so, and is not in receipt of an allowance provided for in sub clause 22.2.2 then they will be entitled to be paid the appropriate rate of allowance shown in the following tables.

These rates will increase annually in accordance with the quantum of the salary increases, set out in the tables below:

From 1 January 2022

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	95.4	68.8	56.8	33
South West Land Division (WA)	97.1	69.8	57.6	33
North of 23.5° South Latitude	105.1	75.3	62.2	33
Rest of State (WA, VIC, NSW)	100.6	72	59.3	33

From 1 October 2022

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	97.3	70.2	57.9	33.7
South West Land Division (WA)	99	71.2	58.8	33.7
North of 23.5° South Latitude	107.2	76.8	63.4	33.7
Rest of State (WA, VIC, NSW)	102.6	73.4	60.5	33.7

From 1 October 2023

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	100.7	72.7	59.9	34.9
South West Land Division (WA)	102.5	73.7	60.9	34.9
North of 23.5° South Latitude	111	79.5	65.6	34.9
Rest of State (WA, VIC, NSW)	106.2	76	62.6	34.9

From 1 October 2024

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	103.7	74.9	61.7	35.9
South West Land Division (WA)	105.6	75.9	62.7	35.9
North of 23.5° South Latitude	114.3	81.9	67.6	35.9
Rest of State (WA, VIC, NSW)	109.4	78.3	64.5	35.9

From 1 October 2025

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	107.1	77.3	63.7	37.1
South West Land Division (WA)	109	78.4	64.7	37.1
North of 23.5° South Latitude	118	84.6	69.8	37.1
Rest of State (WA, VIC, NSW)	113	80.8	66.6	37.1

From 1 July 2026

Area	Engine displacement (in cubic centimeters)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	110.8	80	65.9	38.4
South West Land Division (WA)	112.8	81.1	67	38.4
North of 23.5° South Latitude	122.1	87.6	72.2	38.4
Rest of State (WA, VIC, NSW)	117	83.6	68.9	38.4

22.2.2 The University may pay to an Employee a negotiated commuted amount for the use of a motor vehicle belonging to an Employee.

22.2.3 For the purposes of sub clause 22.2.1 the:

“Metropolitan Area” means the area within the 50km radius of the Perth GPO (for WA), the Melbourne GPO (for VIC), or the Sydney GPO (for NSW).

“South West Land Division” means the South West Land Division of Western Australia as defined by Section 28 of the *Land Act 1933-1972 (WA)* excluding the area contained within the metropolitan area.

22.2.4 Where an Employee in the course of a journey travels through two (2) or more of the separate areas listed in the table above, payments will be made at the appropriate rate applicable to the length of journey completed in each of the areas being traversed.

22.3 WHS Allowance

22.3.1 The University is committed to a healthy and safe working environment.

22.3.2 All Work Health and Safety Representatives (WHSR) who have been through the required training will be paid an annual allowance of \$1,000 to be paid on a fortnightly basis. Part-Time Employees will be paid on a pro-rata basis.

22.3.3 WHSR on periods of Leave Without Pay (LWOP) shall not receive the allowance during the period of leave.

22.3.4 WHSR on periods of other paid leave in excess of four (4) weeks shall not receive payment during this period.

22.4 Higher Duties relating to Professional Employees

22.4.1 Subject to the following sub-clauses, where a position at a higher classification is vacant and a Professional Employee is temporarily assigned, or required, to perform all the duties of the position at a higher classification for a period exceeding 10 working days, the Professional Employee will be remunerated at the minimum rate applicable to the higher classification.

22.4.2 In the event that two, or more, Professional Employees are temporarily required to perform shared duties of a position classified at a higher level; or, unless it is specified at the commencement of the higher duties, that a Professional Employee has only been temporarily appointed to undertake a portion of the duties of a position, then the remuneration will be paid on a pro rata basis as specified in the table as set out below:

Pro rata duties will be paid on the following basis: % of higher duties	Amount of higher duties allowance paid
25%	25% of the difference for the entire period
50%	50% of the difference for the entire period
75%	75% of the difference for the entire period
100%	100% of the difference for the entire period

22.4.3 Subject to sub clause 22.4.4, a Professional Employee temporarily assigned duties at a higher classification level will be entitled to receive the rate applicable for the higher position during a period of paid leave or public holiday provided that the Professional Employee would have received the rate applicable for the higher position if they had not been absent from the workplace for the period of the paid leave or the public holiday.

22.4.4 Where any Professional Employee who is in receipt of an allowance proceeds on a period of annual leave or sick leave, and the position is replaced, then the allowance will cease.

22.4.5 No higher duties allowance will be payable to a relieving Professional Employee whose position is designated as a “deputy” or equivalent, whose normal duties as specified by their job description include deputising for that more senior Professional Employee and who is deputising while the senior Professional Employee is absent on duty or for periods of leave for up to four (4) weeks.

23. SUPERANNUATION

23.1 Generally, superannuation legislation (including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Industry (Supervision) Act 1993* (Cth) deals with the superannuation rights and obligations of the University and Employees.

23.2 All Employees on Continuing or Fixed-Term contracts of employment will receive superannuation contributions at the rates set out in the following table (rather than the rate in the superannuation guarantee legislation). All other terms on which superannuation contributions are made will be as per the superannuation guarantee legislation:

1 Jan 2022	1 Oct 2023	1 Jan 2024	1 Oct 2024	1 Oct 2025	1 Jul 2026
13.50%	13.75%	14.00%	14.25%	14.50%	15.00%

23.3 All Employees on Sessional or Casual contracts of employment will be paid superannuation in accordance with the superannuation guarantee legislation.

PART 4 – HOURS AND WORKING ARRANGEMENTS

24. HOURS OF WORK (PROFESSIONAL EMPLOYEES)

24.1 Ordinary Hours

- 24.1.1** Full-Time Professional Employees' ordinary hours of work are 37.5 hours per week excluding meal breaks. Part-Time Professional Employees' are engaged to work less than 37.5 ordinary hours per week excluding meal breaks (but the University and the Part-Time Employee can agree the Employee will work additional ordinary hours, paid at their usual base salary).
- 24.1.2** The standard hours are to be worked between 6.00am and 7.00pm, Monday to Friday.
- 24.1.3** Notwithstanding sub clause 24.1.1, by agreement with the Professional Employee the standard hours for a Professional Employee occupying a position in any of the following departments may be worked on any day, within a spread of hours no greater than 12.5 hours per day and averaged over a period of up to four (4) weeks:
- (i) Campus Services Office;
 - (ii) University Library;
 - (iii) Office of Marketing & Communications
 - (iv) Study Abroad;
 - (v) Campus Ministry and Chaplaincy;
 - (vi) Student Life Office;
 - (vii) Prospective Students Office (Fremantle) or Prospective Students and Admissions Office (Sydney);
 - (viii) Admissions Office; or
 - (ix) Student Administration Office.

25. OVERTIME AND TIME OFF IN LIEU (PROFESSIONAL EMPLOYEES)

- 25.1** Subject to the provisions of this sub-clause, the University may direct a Professional Employee to work a reasonable amount of overtime, outside of standard work hours and the Professional Employee will work in accordance with such requirements and will be entitled to receive paid overtime or time off in lieu. Overtime will be paid unless time off in lieu is agreed upon between the Employee and the supervisor.
- 25.2** Full-Time, Part-Time and Casual Employees will be paid overtime, or receive time off in lieu where applicable, for all authorised work performed outside of, or in addition to, the hours of work prescribed in clause 24. This includes:
- (i) Hours worked in excess of 37.5 hours per week (excluding meal breaks); or
 - (ii) Either of the following:
 - a. Hours worked outside of 6:00am and 7:00pm, Monday to Friday; or
 - b. Where sub clause 24.1.3 applies, for hours worked in excess of 12.5 hours on any one day.
- 25.3** If time off in lieu is agreed upon between the Employee and the supervisor, a Professional Employee will be entitled to one hour time off in lieu for each additional hour worked, provided that a minimum of 30 minutes overtime work must have been undertaken by the Professional Employee to be entitled to any overtime.
- 25.4** Any accrued time off in lieu will normally be taken within four (4) weeks of the accrual. Where time off in lieu is not taken within four (4) weeks of its accrual, the Professional Employee may elect to be paid for the overtime instead. All accrued time off in lieu must be taken within 12 months of its accrual. If not, the University will pay the accrued time at the overtime rate and value that applied at the time that it was earned.

- 25.5** Time off in lieu and paid overtime will not apply to:
- (i) A Professional Employee whose maximum annual salary, including allowances, is in excess of Level 7 step 1, unless the University gives special approval; or
 - (ii) A Professional Employee whose work is not subject to close supervision, unless directed by a duly authorised officer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined.
- 25.6** The overtime and payment must be authorised and approved by the University prior to the overtime being worked by the Professional Employee.
- 25.7** Overtime will be paid at the following rates (determined on a daily basis):
- (i) on a weekday, time and a half for the first three (3) hours and double time thereafter;
 - (ii) on a Saturday, time and a half for the first three (3) hours and double time thereafter or after 12 noon, whichever is the earlier;
 - (iii) on a Sunday, double time; and
 - (iv) on a Public Holiday, double time and a half.
- 25.8** A Professional Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Professional Employee working hours which are unreasonable having regard to:
- (i) any risk to the Professional Employee's health and safety from working the additional hours;
 - (ii) the Professional Employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the University;
 - (iv) whether the Professional Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the University of any request or requirement to work the additional hours;
 - (vi) any notice given by the Professional Employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of the industry, in which the Professional Employee works;
 - (viii) the nature of the Professional Employee's role, and the Professional Employee's level of responsibility; or
 - (ix) any other relevant matter.

26. WORKLOADS

26.1 General Principles Relating to Workload

26.1.1 The objectives of this clause include ensuring that distribution of workloads are equitable, transparent, reasonable, manageable, without risk to health and safety, and consider family and carer responsibilities, balanced with operational requirements of the University.

26.1.2 With this in mind, the following principles will apply to the allocation of work:

- (i) allocation of work is the responsibility of the line manager in collaboration with the Employee.
- (ii) an opportunity to provide and consider feedback by both parties;
- (iii) workloads aligned to agreed objectives of an Employee's performance and development review, career progression, and aspirations;
- (iv) preparation and planning of work activities are made available as soon as practicable to all affected parties; except in circumstances of unforeseen and unavoidable;
- (v) where it is established that an Employee is undertaking an unreasonable workload, the University will take appropriate steps to remedy the issue in a timely manner; and

(vi) where the principles outlined in sub clauses 26.1.2 (i) to (v) have not been applied, Employees can refer to the process outlined in sub clause 26.2 for requesting a workload review.

26.1.3 This clause does not apply to Casual or Sessional Employees.

26.2 Request for Workload Review

26.2.1 Where a Full-Time or Part-Time Employee (Employee) is dissatisfied with their allocation of work, they will first attempt to resolve the situation by raising their concerns with their line manager.

26.2.2 If the situation cannot be resolved directly with the line manager, the Employee (in consultation with their line manager) may seek a review by the relevant Senior Employee (or the Senior Employee's nominee).

26.2.3 If such a request is made, a Senior Employee from another area of the University will be appointed to undertake an independent review of the situation and notify the Employee in writing of the outcome of their review, whether the allocation of work is acceptable or, alternatively, should be adjusted in any way, whether the principles have been applied correctly, and the reason(s) for the decision.

26.2.4 This is an informal consultative process that is not subject to appeal. The process set out in this clause is in addition to any existing rights under this Agreement and, depending on the circumstances, an Employee may elect (or be advised to) consider any alternative process under this Agreement.

26.3 Workload Advisory Committee

26.3.1 The University will maintain a Workload Advisory Committee that considers matters relating to workloads for both Academic and Professional Employees at the University.

26.3.2 The Committee will:

- (i) include no more than five members; including an appropriate Senior Employee (or a nominee) who is to Chair the committee, a People and Culture representative (or nominee), an Employee nominated by the Union, a Level C (or above) and a Level 7 (or above) Employee nominated by the University and co-opt members as relevant;
- (ii) meet at least two times per year and as agreed by the Chair; and
- (iii) provide an update to the JCC following each meeting.

26.3.3 The purpose of the Workload Advisory Committee is to consider trends in workload patterns, including indicators of excessive or unreasonable workloads which include matters such as (but not limited to) changes in work patterns; work volume, leave management, work environment factors, and benchmarking data.

26.3.4 The Workload Advisory Committee will oversee and support the ongoing implementation and operation of the academic workload model and will ensure that the University maintains and adopts the principles of the academic workload clauses in this Agreement.

26.4 Academic Work Allocation

26.4.1 Academic work at the University typically embraces Research, Teaching, and Service. All Academics should have adequate and appropriate opportunities to perform in all these areas; having regard to the academic pathway they hold. Non-assigned work consists of work which is not specifically assigned but which contributes to meeting Academic Employee Position Classification Standards at Schedule F of this Agreement.

26.4.2 The availability that will form the basis for Full-Time workload allocation will be 1725 hours per annum. This figure represents a Full-Time workload for 52 weeks (1950 hours), less four (4) weeks (150 hours) annual leave and 10 days (75 hours) of Public Holidays or days in lieu of Public Holidays. Academics with primary work location on the Broome Campus will be deemed to have an availability of 1650 hours per annum. This figure represents less two (2) weeks (75 hours) of the remote leave entitlement of two (2) weeks (75 hours).

Note: It is recognised that the hours of availability will vary to account for when there are not 10 public holidays in a given year in the State in which they are employed.

26.4.3 A Part-Time workload will be calculated on a pro rata basis.

26.4.4 The allocation of work for an Academic will be determined by whether they have been employed under one of the following Academic Pathways as follows:

- (i) Teaching and Research Scholar; or
- (ii) Teaching Scholar; or
- (iii) Research Scholar; or
- (iv) Leadership or Practice Scholar.

Note: It is recognised that an Employee may at times, by agreement, focus more intensively on a particular category of academic activity.

26.4.5 Academic Pathways are defined in more detail under clause 13.

26.4.6 Academic work and the allocation of workload may be aggregated over a year or more as agreed with the relevant Senior Employee.

26.4.7 Within an assigned Academic Pathway, work is allocated across Teaching, Research and Service core components. The relative emphasis on these components and the nature of the contribution may vary as outlined in the below table. Any further variations will be by agreement with the Employee:

Academic Pathways	Teaching, Research and Service Parameters		
	Teaching	Research	Service
Research Scholar	5 - 40%	40 - 90%	5 - 40%
Teaching Scholar	40 - 90%	5 - 40%	5 - 40%
Teaching and Research Scholar	5 - 60%	5 - 60%	5 - 40%
Leadership or Practice Scholar	5 - 40%	5 - 20%	40 - 90%

Note: that there is a 10% nominal loading allocated to the primary academic pathway.

26.4.8 The University will continue to develop and progress an appropriate academic workloads model and will consult on its progress with the Joint Consultative Committee and the Workload Advisory Committee.

27. REQUEST FOR FLEXIBLE WORK ARRANGEMENTS

27.1 An Employee may request change in working arrangements in the following circumstances:

- (i) The Employee is pregnant;
- (ii) The Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (iii) The Employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (iv) The Employee has a disability;
- (v) The Employee is 55 or older;
- (vi) The Employee is experiencing family and domestic violence; and
- (vii) The Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing family and domestic violence.

- 27.2** To avoid doubt an Employee who is a parent, or has responsibility for the care, of a child, and is returning to work after taking leave in relation to the birth or adoption of the child may request to work Part-Time to assist the Employee to care for the child.
- 27.3** An Employee is entitled to make the request if they are:
- (i) A Full-Time or Part-Time Employee who has completed at least 12 months of continuous service with the University immediately before making the request; or
 - (ii) A Casual or Sessional Employee, who before making the request has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and has a reasonable expectation of Continuing Employment by the University.
- 27.4** The University must give the Employee a written response to the request within 21 days, stating whether the employer grants or refuses the request which must include details of the reasons for the refusal.

28. INDIVIDUAL FLEXIBILITY TERMS

- 28.1** The University and an Employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of clauses of the Agreement, if:
- (i) It is in regard to any of the following:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances; and
 - e. leave loading.
 - (ii) the arrangement meets the genuine needs of the University and the Employee in relation to one or more of the matters mentioned in sub clause 28.1 (i); and
 - (iii) the arrangement is genuinely agreed to by the University and the Employee.
- 28.2** The University will ensure that the terms of the IFA:
- (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 28.3** The University will ensure that the IFA:
- (i) is in writing; and
 - (ii) includes the name of the University and the Employee; and
 - (iii) is signed by the University and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - a. the terms of the Agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) states the date on which the arrangement commences.
- 28.4** The University will give the Employee a copy of the IFA within 14 days after it is agreed to.
- 28.5** The University or the Employee may terminate an IFA by giving not more than 28 days written notice to the other party unless the parties mutually agree to a lesser period.

29. CAREER DEVELOPMENT FUND (PROFESSIONAL EMPLOYEES)

- 29.1** The University will maintain a centrally administered Professional Employee Career Development Fund (Fund) to provide professional development opportunities for Professional Employees.
- 29.2** Funding will be made available for professional development activities that are relevant to the performance of a Professional Employee's current position, or that will enhance a Professional Employee's ability to develop beyond their current position.
- 29.3** The Fund will be administered by the University, and the amount of available funding will be determined by the University on an annual, noncumulative basis. Professional Employees will be advised of available funding in each year, and of the maximum amount that any Professional Employee may apply for in relation to a development opportunity or activity.
- 29.4** A Professional Employee may apply once every two (2) years for access to funding for a professional development activity or opportunity, subject to the maximum amount of funding available to an individual Professional Employee as determined by the University.
- 29.5** A Professional Employee will not be granted funding for development activities and programs that are substantially equivalent to those already offered as professional development opportunities and courses by the University.
- 29.6** The University will grant funding to a Professional Employee who is able to meet the advertised criteria, which will at least require the Professional Employee to satisfy the following:
- (i) Professional Employees must have completed 12 months of Continuous Service with the University, and will not have notified the University of their resignation, or for Fixed-Term Professional Employees, that they will have at least one year remaining on their contract;
 - (ii) Access to the Funding is not available while a Professional Employee is on Probation;
 - (iii) Endorsement from the Professional Employee's line manager and Head of Department;
 - (iv) Relevance to an existing position or future possible role at the University;
 - (v) Confirmation by the Professional Employee's line manager that the application is consistent with a career plan discussed as part of the University's Performance Review Process; and
 - (vi) Demonstrated satisfactory performance, as assessed and documented under the University's Performance Review process.
- 29.7** The University will maintain a policy to govern the Fund, including access and assessment criteria. JCC will be consulted on the development of the Policy and will receive a yearly report on the number of applications and the nature of funding granted.

PART 5 – LEAVE ENTITLEMENTS

30. ANNUAL LEAVE

- 30.1** A Full-Time Employee will be entitled to four (4) weeks of annual leave for each 12 months of Full-Time service with the University (pro rata for a Part-Time Employee). Annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
- 30.2** Where an Employee has accrued an amount which equals or exceeds eight (8) weeks (pro rata for a Part-Time Employee) of Annual Leave, the University will in the first instance try to reach agreement with the Employee to get their leave balance down to eight (8) weeks, or in the event that agreement cannot be reached, the University may direct the Employee to take leave in excess of eight (8) weeks provided that the University gives at least four (4) weeks' notice of the requirement that the Employee takes this leave.
- 30.3** The University may direct an Employee to take up to five (5) days of their Annual Leave if the University is shutting down for a period.
- 30.4 Annual Leave Loading**
- 30.4.1** In addition to payment for Annual Leave, Employees will be entitled to an Annual Leave Loading equivalent to 17.5% of salary for the period of leave accrued.

31. PERSONAL/ CARER'S LEAVE

- 31.1** For each year of Full-Time service with the University, a Full-Time Employee will be entitled to 10 days of Personal/Carer's Leave (pro rata for a Part-Time Employee).
- 31.2** Personal/Carer's Leave will accrue progressively during a year of service according to the Employees' ordinary hours of work and accumulates from year to year.
- 31.3** An Employee may take paid Personal/Carer's Leave if the leave is taken:
- (i) because of a personal illness or injury; or
 - (ii) To care for a member of their Immediate Family or household, who suffers from a personal injury/illness, or is affected by an unexpected emergency.
- 31.4** When an Employee has exhausted their paid Personal/Carer's Leave, the Employee will be entitled to two (2) days of unpaid Carer's Leave on each permissible occasion.
- 31.5** The Employee must give the University notice of the taking of Personal/Carer's Leave as soon as practicable, and must advise the period, or expected period, of leave.
- 31.6** The University may require the Employee to provide evidence of the need to access this leave.
- 31.7** Personal/Carer's Leave cannot be cashed out and will not be paid out if untaken when employment at the University ceases.

32. COMPASSIONATE LEAVE

- 32.1** Full-Time and Part-Time Employees will be entitled to two (2) days of paid Compassionate Leave for each occasion.

- (i) where a member of the Employee's Immediate Family, or household:
 - a. contracts or develops a personal illness that poses a serious threat to their life; or
 - b. sustains a personal injury that poses a serious threat to their life; or
 - c. dies; or
- (ii) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- (iii) the Employee, or the Employee's spouse or partner who is also an Immediate Family Member, has a miscarriage.

32.2 Compassionate Leave cannot be cashed out and will not be paid out if untaken when employment at the University ceases.

32.3 Casual and Sessional Employees will be entitled to unpaid Compassionate Leave.

33. COMMUNITY SERVICE LEAVE

33.1 An Employee may be granted Community Service Leave for:

- (i) Voluntary Emergency Management Activity (as defined in the Act); or
- (ii) Jury Service (as provided for in the Act).

33.2 An Employee who engages in Voluntary Emergency Management Activity or Jury Service in accordance with sub clause 33.1 is entitled to be absent on unpaid leave from the University for a period if:

- (i) the period consists of one or more of the following:
 - a. time when the Employee engages in the activity;
 - b. reasonable travelling time associated with the activity; and
 - c. reasonable rest time immediately following the activity.
- (ii) unless the absence is for Jury Service, the absence is reasonable in all the circumstances.

33.3 Jury Service

33.3.1 An Employee (other than a Casual or Sessional Employee) required to appear and serve as a juror in any court will be entitled to paid leave (calculated at their base salary less any monies received from the Court) for the period during which the Employee is required at Court (excluding any expense related allowance such as travel and meal allowances). If an Employee (including a Casual or Sessional Employee) is required to appear and serve as a juror in a State or Territory where laws of that State or Territory entitle that Employee to a more beneficial entitlement for their service as a juror than set out in this clause, that more beneficial entitlement will apply (although the Employee will not be entitled to the benefit of both).

33.3.2 To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the Employee has attended the Court, and details of payments received.

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 The University recognises Employees may face situations of violence and/or abuse in their personal life that may affect their attendance at work. The University is committed to provide support to Employees who are victims of domestic/family violence.

34.2 An Employee who is experiencing domestic violence will be entitled to 20 days per year (non-accumulative) paid leave for activities related to domestic violence.

- 34.3** Paid Family and Domestic Violence Leave is available in full to Part-Time, Casual and Sessional Employees. If an Employee takes a period of paid leave under this clause, the Employee will be paid:
- (i) For Full-Time and Part-Time Employees, at the Employee’s full rate of pay worked out as if the Employee had not taken the period of leave; or
 - (ii) For a Casual or Sessional Employee, at the Employee’s full rate of pay, worked out as if the Employee had worked the hours in the period for which the Employee was rostered and had accepted an offer by the University of work for those hours.
- 34.4** Employees must provide the University with notice of the need for leave, and the expected duration of leave, as soon as possible after becoming aware of the need for leave.
- 34.5** Employees may be required to provide evidence to substantiate the need for this leave that would satisfy a reasonable person that the leave is for the purpose for which it is being taken. Any evidence provided will be treated sensitively and confidentially.
- 34.6** Nothing in this clause prevents Full-Time or Part-Time Employees from accessing their personal leave entitlement.
- 34.7** In respect of the leave approval requirements, as an alternative to the line manager, Employees may choose to apply directly to People and Culture for leave in these circumstances.
- 34.8** This form of leave does not accrue from year to year and cannot be paid out if unused when employment at the University ceases.

35. PARENTAL LEAVE

35.1 Unpaid Parental Leave

- 35.1.1** An Employee will be entitled to unpaid parental leave in accordance with the provisions and obligations set out under the Act, as varied from time to time.

35.2 Paid Parental Leave

- 35.2.1** An Employee (other than a Casual, or a Sessional Employee) that qualifies for unpaid parental leave in accordance with sub clause 35.1, may also be entitled to a type of Paid Parental Leave if they meet the corresponding eligibility criteria set out in the table below:

Types of Paid Parental Leave	Purposes Criteria for Eligibility	Entitlement for Eligible Employees	Service Criteria for Eligibility
Birth-related	Employees must be taking the leave to be the primary carer of a new child.	26 weeks	For all types of Paid Parental Leave, Employees must have completed 12 months Continuous Service by the date of birth/placement of a child. To be eligible for a second or subsequent period of paid parental leave, an Employee must return to work on each occasion for a qualifying period of at least a further 12 months Continuous Service from their return date.
Adoption-related	Employees must be taking the leave to be the primary carer of a new child.	26 weeks	
Partner	Employees must be taking leave to be the non-primary carer of a new child.	2 weeks	

Note: An Employee will need to meet all the eligibility criteria and obligations in this clause to be entitled to the corresponding entitlement in the table above.

- 35.2.2** A Fixed-Term Employee that meets the eligibility criteria is entitled to Paid Parental Leave in accordance with this clause, however the period of leave that the Employee will be entitled to shall not extend before the term of the Employee's Fixed-Term contract.
- 35.2.3** Casual and Sessional Employees are not entitled to Paid Parental Leave.
- 35.2.4** Where both members of a couple are employed by the University, only one Employee who is the Primary Caregiver is entitled to receive the birth or adoption related Paid Parental Leave under this clause.
- 35.2.5** An Employee (other than a Casual or Sessional Employee) who has 12 months Continuous Service with the University immediately prior to commencement of the leave, and will not be the Primary Caregiver for the duration of the leave, will be entitled to two (2) weeks Paid Parental Leave at the time of birth or adoption.
- 35.2.6** An Employee must give at least 10 weeks written notice before starting Paid Parental Leave. The written notice must specify the intended start and end dates of the leave.
- 35.2.7** Where an Employee takes a type of Paid Parental Leave in accordance with this sub clause, the leave Entitlement will run concurrently with the Employee's entitlement to unpaid parental leave under sub clause 35.1.1.
- 35.2.8** Paid Parental Leave entitlements will commence on the same day that the Employee's unpaid parental leave commences.
- 35.2.9** Paid Parental Leave will be paid to the Employee in the usual pay cycles.
- 35.2.10** Birth or adoption related Paid Parental Leave can be taken at half pay for up to one year, as agreed between the University and the Employee. The Employee's superannuation contributions during this period will continue on a pro-rata basis.
- 35.2.11** If an Employee has changed from Full-Time to Part-Time or vice versa, any second or subsequent paid leave entitlement will be based on an average weekly ordinary hour for the previous 12 months.
- 35.2.12** In the unfortunate event that the pregnancy of an Employee results in a stillbirth, the Employee retains an entitlement to 14 weeks paid parental leave where they provide a certificate from an appropriate registered health practitioner stating that the Employee is unfit to return to work and specifying the period for which they are unfit to return to work.
- 35.2.13** At least four (4) weeks before the intended start date specified in the notice in sub clause 35.2.6, the Employee must confirm the intended start and end date of the Paid Parental Leave or advise the University of any changes to the intended start and end dates of the Paid Parental Leave.
- 35.2.14** Where the Employee is only taking Unpaid Parental Leave then the Employee will provide notice in accordance with sub clauses 35.2.6 and 35.2.13 unless it is not practicable for the Employee to do so.
- 35.2.15** An Employee may apply to work Part-Time for a defined period on return from parental leave. Any Part-Time work arrangement that is agreed will be recorded as a variation to the contract of employment between the University and the Employee.
- 35.2.16** Where an Employee has taken Paid Parental Leave and that Employee returns to work prior to the completion of the 26 week Paid Parental Leave period, unless otherwise agreed by the Vice Chancellor, the Employee's entitlement to Paid Parental Leave ceases on the date the Employee returns to work.
- 35.2.17** A second or further entitlement to Paid Parental Leave is dependent upon a further 12 months Continuous Service upon return to work.
- 35.2.18** An Employee in Fixed-Term Employment granted parental leave will cease to have an entitlement upon the date that their contract expires.

36. LONG SERVICE LEAVE

- 36.1** An Employee who has completed 10 years continuous service will be entitled to 13 weeks paid Long Service Leave. An Employee who has completed seven (7) years continuous service may apply to the Vice Chancellor to take up to nine (9) weeks pro rata Long Service Leave.
- 36.2** For every subsequent period of five (5) years continuous service an Employee will be entitled to an additional six and a half (6.5) weeks Long Service Leave on full pay, which will accrue on a pro-rata basis. All Long Service Leave will normally be taken in minimum blocks of four (4) weeks on full pay or eight (8) weeks on half pay.
- 36.3** Long Service Leave will be taken at a time mutually agreed between the University and the Employee, provided that an Employee who has qualified for Long Service Leave will be entitled to take leave at a time of their choosing, provided that at least twelve 12 months' written notice of such leave is given and, in the absence of such notice, the University consents.
- 36.4** An Employee who has accumulated 19 weeks Long Service Leave may be required, on 12 months written notice, to reduce their Long Service Leave balance to a balance of no greater than six (6) weeks accrued Long Service Leave. Notwithstanding this, in exceptional circumstances, an Employee may request to defer this requirement to take Long Service Leave. An exceptional circumstance will include when an Employee has provided the University with notice of their retirement occurring within five (5) years of the entitlement being accrued.
- 36.5** Upon application by an Employee, the University may allow an Employee to take:
- (i) double the period of Long Service Leave on half pay; or
 - (ii) any portion of the Employee's long service leave entitlement on full pay or double such period on half pay.
- 36.6** Any Public Holidays occurring during the period in which an Employee is on Long Service Leave will not be treated as part of, and included in, the Employee's entitlement to Long Service Leave, and extra days in lieu thereof will be granted.
- 36.7** Where an Employee is entitled to a more beneficial entitlement under the long service legislation of a State or Territory, that entitlement will apply to the extent of any inconsistency.
- 36.8** Casual and Sessional Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1955 (NSW)*, the *Long Service Leave Act 2018 (VIC)* and the *Long Service Leave Act 1958 (WA)*.
- 36.9 Pro rata Long Service Leave**
- 36.9.1** In circumstances where an Employee ceases employment, Pro rata Long Service Leave will be paid in accordance with applicable state long service leave legislation, but using the rate of accrual in clause 36.
- 36.9.2** Where an Employee is entitled to a more beneficial entitlement under the long service leave legislation of a State or Territory, that entitlement will apply to the extent of any inconsistency.

37. LIFE EVENT LEAVE

- 37.1** The University recognises Employees may face unexpected or significant life events that may affect their ability to attend work. The University is committed to provide support to Employees during such challenging and extraordinary circumstances.
- 37.2** The University may grant a Full-Time or Part-Time Employee up to 20 days of paid leave per annum (pro rata for Part-Time Employees) where they encounter an unexpected or significant life event requiring their absence from the workplace (other than that allowed in any other clause of this Agreement).

- 37.3** Employees must provide the University with notice of the need for leave, and the expected duration of leave, as soon as possible after becoming aware of the need for leave.
- 37.4** Employees may be required to provide evidence to substantiate the need for this leave. Any evidence provided will be treated with sensitivity and confidentially.
- 37.5** Employees will apply directly to People and Culture for leave in these circumstances.
- 37.6** This form of leave does not accrue from year to year and cannot be paid out if unused when employment at the University ceases.

38. CULTURAL AND CEREMONIAL LEAVE

- 38.1** The University recognises the importance of Aboriginal and Torres Strait Islander Employees participating in cultural or ceremonial business. As such, Aboriginal and Torres Strait Islander Employees (other than Casual and Sessional Employees) will be entitled to five (5) days per annum of paid Cultural and Ceremonial Leave. The leave will be a pro rata entitlement based on Full-Time equivalence.
- 38.2** Cultural and Ceremonial Leave will be granted where the Employee has an obligation external and separate to the University to attend cultural and ceremonial events, which may include (but not limited to):
- Initiation;
 - Birthing and naming;
 - Funerals;
 - Smoking/cleansing ceremonies (or similar);
 - Sacred site or land ceremonies;
 - Welcome to Country/Acknowledgement of Country;
 - Performances of traditional dance and storytelling;
 - Provision of cultural knowledge; and/or
 - Organising and/or participating in Reconciliation Week and NAIDOC week events as a representative of the local community.
- 38.3** Reasonable evidence or a statutory declaration in support of a claim for leave under this clause may be requested.
- 38.4** Eligible Employees should consult with their line manager on the nature and length of the leave required prior to the commencement of the leave or as soon as reasonably practicable. As an alternative to their line manager, eligible Employees may choose to apply directly to the People and Culture team for leave in these circumstances.
- 38.5** The unused component of the leave shall not be paid out on termination and will be non-cumulative.

39. LEAVE FOR DEFENCE FORCE ACTIVITIES

- 39.1** A Full-Time Employee who serves in the Australian Defence Force Reserves is entitled to 10 days of Special Leave in each calendar year to attend routine defence training or defence service activities, subject to the operational requirements of the University.
- 39.2** A further 12 weeks of Special Leave will also be granted to a Full-Time Employee, subject to a successful application to the Federal Government's Employer Support Payment Scheme (as may be in force from time to time).

- 39.3** This form of Special Leave does not accrue from year to year and cannot be paid out if untaken when employment at the University ceases.

40. STUDY LEAVE

- 40.1** On application, Employees (other than Casual or Sessional Employees) are entitled to the following leave in relation to courses of study approved by the University.
- 40.2** Full-Time Employees are entitled to up to four (4) hours paid Study Leave per week (which includes travel time). Employees who are not employed Full-Time will be entitled to a proportional pro rata amount of Study Leave.
- 40.3** Employees are also entitled to paid Study Leave for half a day for each exam.
- 40.4** Any entitlement to leave referred to in this sub-clause that is not taken does not accumulate.
- 40.5** With prior agreement from the University, Study Leave may be used in a block of up to 10 consecutive days per year (for example, to study intensively).

41. PROFESSIONAL DEVELOPMENT LEAVE

- 41.1** On agreement with the University, an Employee (other than a Casual or Sessional Employee) may be granted leave to undertake professional development and attend (in line with agreed objectives from participation in a performance review), for example, short courses or conferences.
- 41.2** The granting of Professional Development Leave will be at the absolute discretion of the University.
- 41.3** Professional Development Leave will not accumulate.

42. EXTENDED STUDY LEAVE (ACADEMIC EMPLOYEES)

- 42.1** After six (6) years of service, Academic Employees (other than Sessional Employees and Academic Casual Employees) are entitled to request Extended Study Leave for up to six (6) months.
- 42.2** The granting of Extended Study Leave will be at the absolute discretion of the University.
- 42.3** Any Extended Study Leave taken must be for a defined professional project with discernible outcomes agreed between the Academic Employee and the University.
- 42.4** Having taken an initial period of Extended Study Leave, an Academic Employee becomes entitled to request six (6) months of Extended Study Leave after each additional four (4) years of service with the University.
- 42.5** Any entitlement to request Extended Study Leave that is not taken within 12 months of being granted will not accumulate.

43. PUBLIC HOLIDAYS

43.1 Prescribed Public Holidays

43.1.1 The University will observe Public Holidays which are officially proclaimed. This includes those days which have been officially proclaimed a Public Holiday to substitute for a day that would otherwise have been a Public Holiday.

43.2 Working on Public Holidays

43.2.1 The University may request an Employee to work on a Public Holiday if the request is reasonable. An Employee may refuse such a request if the requirement is not reasonable or if the refusal is reasonable. Where an Employee other than a Casual Employee works on a Public Holiday, the Employee will be provided with two (2) days off in lieu, or alternatively, will receive a payment in accordance with sub clause 25.7 (iv).

PART 6 – CEASING EMPLOYMENT AND DISCIPLINE ACTIONS

44. NOTICE OF RESIGNATION

44.1 A Full-Time or Part-Time Employee who intends to resign from their employment with the University must provide in writing to the University the greater of either:

- (i) the period of notice specified in their contract of employment; or
- (ii) the applicable period of notice set out in the table immediately below.

Category of Full-Time or Part-Time Employee	Required Period of Notice
Professional Employee	Four weeks
Academic Employee	Twelve weeks

44.2 If an Employee fails to provide the required period of notice (including where an Employee abandons their employment) the University will be entitled to withhold from any monies due to the Employee on termination the following amounts:

- (i) If a Professional Employee fails to provide four weeks' notice of resignation, the University may withhold from monies due to the Employee on termination the equivalent of a maximum of one weeks salary;
- (ii) If an Academic Employee fails to provide twelve weeks' notice of resignation, the University may withhold from monies due to the Employee on termination the equivalent of a maximum of four (4) weeks' salary.

Salary deductions will not be unreasonable in the circumstances

44.3 At its complete discretion, the University may agree in writing to shorten or waive any of the notice requirements in this sub clause; but will only do so where this can be done without an adverse effect on University operations, and where it can ensure teaching and research commitments can be met.

45. TERMINATION OF EMPLOYMENT

45.1 Grounds for Termination of Employment

45.1.1 An Employee's employment with the University (except for Casual and Sessional Employees and in accordance with sub clauses 45.3, 45.5 and 45.6 below) may only be terminated at the initiative of the University on the following grounds:

- (i) through operational requirements leading to redundancy in accordance with the provisions of clause 48 Redundancy, provided that this sub-clause does not apply to a Fixed-Term Employee;
- (ii) as a result of serious misconduct in accordance with clause 47 Misconduct and Serious Misconduct;
- (iii) as a result of unsatisfactory performance in accordance with the provisions of clause 49 Managing Unsatisfactory Performance;
- (iv) during or at the end of a probationary period in accordance with the provisions of clause 14 Probation; or
- (v) due to an incapacity on medical grounds in accordance with clause 46 Termination of Employment on the Grounds of Ill-Health.

45.2 Notice of Termination of Employment

45.2.1 Where an Employee's employment is terminated for unsatisfactory performance or redundancy, (in accordance with the relevant provisions of sub clause 45.1), the following minimum notice periods or payment in lieu of notice will apply:

Academic Employee's period of continuous service with the Employer at the end of the day the notice is given	Period	Professional Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	2 weeks	Not more than 1 year	1 week
More than 1 year but not more than 3 years	4 weeks	More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	6 weeks	More than 3 years but not more than 5 years	3 weeks
More 5 years	8 weeks	More 5 years	4 weeks

Note: If an Employee is over 45 years old at the end of the day the notice is given and has completed at least 2 years of continuous service, the period of notice set out in the table above will be increased by 1 week for each period.

45.3 Probation

45.3.1 Where an Employee's probationary appointment is to be terminated in accordance with clause 14, the University will give:

- (i) two (2) weeks written notice or payment in lieu of notice for a Professional Employee; or
- (ii) four(4) weeks written notice or payment in lieu of notice for an Academic Employee.

45.4 Serious Misconduct

45.4.1 Where the University terminates the employment of an Employee on the grounds of Serious Misconduct, no notice period will be required to be given by the University.

45.5 Casual and Sessional Employment

45.5.1 The employment of a Casual or Sessional Employee may be terminated by the giving of not less than one (1) hours' notice by the University.

45.6 Fixed Term Contracts

45.6.1 A Fixed-Term contract of employment of the kind referred to in sub clause 9.1 (i) that is based upon a contingency, will automatically come to an end when the funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students, ceases or is insufficient, such that the specified task or project is no longer required.

45.6.2 The University will notify the Employee as soon as reasonably practicable after becoming aware that the contract will end due to insufficient funding or the funding ceasing.

- 45.6.3** In addition to the grounds set out in sub clauses 45.1 (ii) to (v), a Fixed-Term Leadership contract set out in sub clause 9.1 (xii) may be terminated by the University by the provision of:
- (i) three months' notice in writing where the Employee is returning to the existing or substantive position held prior to the leadership appointment as Head of School (or Deputy) or Associate Dean; or
 - (ii) six (6) months' notice in writing in all other cases.

46. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL-HEALTH

46.1 Application

- 46.1.1** Nothing in this clause is intended to preclude an Employee from initiating separation from employment on medical grounds or from applying to their superannuation fund for ill-health retirement or temporary disability benefit.

46.2 Medical Examination

- 46.2.1** The University may require, in writing, any Employee whose capacity to perform the duties of their office is in doubt to undergo a medical examination by a medical practitioner nominated by the University. The cost of the medical examination will be the responsibility of the University.
- 46.2.2** The University will provide the Employee with written notice of one (1) month or sooner if agreed, that a medical examination is required.

46.3 Superannuation Application

- 46.3.1** Where the Employee elects to apply to their superannuation fund, prior to the expiry of the period of notice for ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub clause 46.2 will be suspended pending the outcome of the Employee's application to the superannuation fund.
- 46.3.2** If the medical examination reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within the next 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 six (6) months.
- 46.3.3** Prior to taking action to terminate the employment of an Employee, the University may offer the Employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.
- 46.3.4** In making an assessment as to whether or not an Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner will as far as possible apply the same standards as are used by the Employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

46.4 The Medical Report

- 46.4.1** A copy of the medical report made by the medical practitioner will be made available to the Vice Chancellor and to the Employee.
- 46.4.2** The Vice Chancellor may construe that a refusal by an Employee to undergo a medical assessment in accordance with these procedures means that the Employee is unable to perform their duties and is unlikely to be able to resume them within 12 months. A refusal by an Employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical assessment.

47. MISCONDUCT AND SERIOUS MISCONDUCT

47.1 Definitions and Scope

47.1.1 This clause will be used where allegations of misconduct or serious misconduct are raised. For the purpose of this clause, these procedures apply in the same way to misconduct and serious misconduct.

47.1.2 Allegations of misconduct or serious misconduct will not be treated as a grievance under Clause 52 of this Agreement.

47.1.3 This clause will not be used where allegations of Workplace Bullying are raised, except to the extent that the University's Workplace Bullying Policy provides for the matter to be actioned under the provisions of this clause.

47.1.4 Misconduct means any behaviour this is not serious misconduct but is unacceptable or unsatisfactory within the employment relationship. It may include, but is not limited to, conduct that is in breach of the University's Objects, Code of Conduct and Ethical Behaviour, University Code of Conduct: Research, Statutes, Policies and Procedures, or conduct that is inconsistent with the duties in the Employee's contract of employment (such as intentional failure to comply with lawful and reasonable directions and dishonest use of University property).

47.1.5 Serious Misconduct means:

- (i) willful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- (ii) conduct or behaviour of a kind that constitutes a serious impediment to the carrying out of an Employee's duties or to an Employee's colleague carrying out their duties;
- (iii) serious dereliction of duties;
- (iv) misconduct of sufficient seriousness as could constitute termination of employment;
- (v) conduct that causes serious imminent risk to:
 - a. the health or safety of a person; or
 - b. the reputation, viability or profitability of the University.
- (vi) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment;
- (vii) repeated instance(s) of misconduct (whether similar or different in form); and
- (viii) conduct that of itself may not normally be considered serious misconduct but is part of an established pattern of behaviour of misconduct by an Employee.

47.2 Policy

47.2.1 The University will maintain a policy for dealing with allegations of misconduct against Employees which can be accessed by Employees.

47.2.2 In dealing with an allegation of misconduct the University will ensure that:

- (i) the Employee against whom a complaint of misconduct is made is afforded substantive and procedural fairness;
- (ii) the interests of all parties are given full consideration; and
- (iii) the matter is dealt with confidentially and in a timely manner.

47.3 Process

47.3.1 Allegation of Misconduct

47.3.1.1 Where an allegation of misconduct has been made against an Employee, the allegation must be set out in writing and referred immediately to the Dean or Executive Director relevant to the Employee and to the Vice Chancellor.

47.3.2 Local Level Management

- 47.3.2.1** Where appropriate, the Dean or Executive Director may deal with the allegation at the local level through an initial enquiry into the matter and resolution using appropriate interventions, including but not limited to counselling, mediation and training.
- 47.3.2.2** Where the Dean or Executive Director considers that it is appropriate to deal with the allegation at the local level he or she will advise the Employee of the allegations in sufficient detail (where possible) to enable the Employee to understand, properly consider and respond to the allegations.
- 47.3.2.3** Where the Dean or Executive Director determines that a meeting is required to discuss the allegations, the Dean or Executive Director will schedule a meeting with the Employee, at which the Employee may bring a support person, who may be a Union representative.
- 47.3.2.4** The Dean or Executive Director must provide the Employee with a copy of this Clause 47 of the Agreement and a copy of the University's Policy: *Managing Misconduct*.

47.3.3 Referral to Vice Chancellor

- 47.3.3.1** Where the Dean or Executive Director:
- (i) Is unable to resolve the allegation at the local level; or
 - (ii) Is of the view that it is not appropriate to deal with the allegation at the local level; or
 - (iii) perceives a conflict of interest on their part in dealing with matter; or
 - (iv) considers it be in the best interests of all parties;
- they will refer the complaint to the Vice Chancellor.

47.3.4 Formal Investigation

- 47.3.4.1** The Vice Chancellor will appoint an Investigating Officer (Investigating Officer) to deal with the allegation(s).
- 47.3.4.2** The Investigating Officer will write to the Employee against whom the allegation(s) has been made within five (5) working days of the allegation(s) being made, to advise the Employee:
- (i) of the allegation(s) made against the Employee in sufficient detail (where possible) to enable the Employee to understand and to properly consider and respond to the allegation(s);
 - (ii) that the Investigating Officer has been appointed by the Vice Chancellor to conduct an investigation into the allegation(s) in accordance with sub clause 47.3.4.1; and
 - (iii) of arrangements for a meeting between the Employee and the Investigating Officer to give the Employee the opportunity to respond to the allegation(s).
- 47.3.4.3** Where an Employee is required to attend a meeting under this clause, they will be entitled to have a Support Person present, who may be a Union representative.
- 47.3.4.4** The Employee will be provided with a copy of this Clause 47 of the Agreement and a copy of the University's Policy: *Managing Misconduct*.

47.3.5 Employee's Response to Allegation(s)

- 47.3.5.1** Where the Employee admits the allegation(s) in full, the Investigating Officer may:
- (i) advise the Vice Chancellor; and
 - (ii) recommend to the Vice Chancellor the appropriate disciplinary action to be taken against the Employee.
- 47.3.5.2** An Employee who admits the allegation(s) in full is only entitled to appeal the disciplinary action proposed.

47.3.6 Suspension With or Without Pay Pending Outcome of Investigation

- 47.3.6.1** If at any time, the Investigating Officer is of the view that the allegation(s) would, if substantiated, constitute serious misconduct, the Investigating Officer may recommend to the Vice Chancellor that the Employee be suspended from their employment with or without pay pending the outcome of the investigation.
- 47.3.6.2** The Vice Chancellor may suspend the Employee with or without pay pending investigation.
- 47.3.6.3** An Employee will be advised of any decision to suspend the Employee in accordance with sub clause 47.3.6.1 as soon as practicable after the decision is made.
- 47.3.6.4** Where an Employee is suspended without pay, any lost income will be reimbursed if it is found that there was no serious misconduct.
- 47.3.6.5** In the event that the Employee is suspended without pay, he or she may apply to take leave on the grounds of financial hardship to the Vice Chancellor. Any decision will be at the absolute discretion of the Vice Chancellor.

47.3.7 Conduct of Investigation

- 47.3.7.1** The Investigating Officer must gather all available information in relation to the alleged misconduct, including interviewing any person(s) involved. The Employee to whom the allegation(s) relate will be provided with no less than seven (7) working days to prepare a response to any allegation(s).
- 47.3.7.2** The Investigating Officer will prepare a report which must:
 - (i) state their findings of fact concerning the allegation(s) referred for investigation;
 - (ii) state the basis for those findings of fact;
 - (iii) state whether or not, in their view, the allegation(s) of misconduct have been substantiated;
 - (iv) identify any relevant mitigating circumstances arising from the investigation; and
 - (v) make a recommendation to the Vice Chancellor as to what disciplinary action, if any, will be taken against the Employee.
- 47.3.7.3** The disciplinary action that may be recommended to the Vice Chancellor may include, but is not limited to:
 - (i) providing the Employee with a written warning;
 - (ii) requiring the Employee to undertake counselling or training; or
 - (iii) where serious misconduct has been substantiated, terminating the employment of the Employee, with or without notice depending on the circumstances.
- 47.3.7.4** The Investigating Officer will provide a copy of the report to the Vice Chancellor and the Employee.
- 47.3.7.5** The Investigating Officer will advise the Employee that he or she has the right to appeal the findings and/or recommendations of the Investigating Officer and that the Employee must lodge an appeal with the Vice Chancellor, in writing, within five (5) working days of receipt of the Investigating Officer's report.
- 47.3.7.6** If the Employee does not lodge an appeal with the Vice Chancellor within the timeframe set out in sub clause 47.3.7.5, the Vice Chancellor may make a decision on the basis of the report as to any disciplinary action to be taken and that decision will be final, except to the extent that any tribunal or court can determine the matter.
- 47.3.7.7** If the Employee does not lodge an appeal with the Vice Chancellor, where appropriate, the complainant will be notified of the Vice Chancellor's decision.

47.4 Appeal

47.4.1 In the event that the Employee lodges an appeal of the findings or recommendations as to disciplinary action of the Investigating Officer in accordance with sub clause 47.3.7.5, the Vice Chancellor will refer the matter to a Employee Review Committee convened for this purpose.

47.4.2 In conducting its review, the Employee Review Committee will:

- (i) investigate the evidence, and the Investigating Officer's report;
- (ii) ensure that the Employee has had adequate opportunity to answer allegations;
- (iii) take into account all materials it believes appropriate to establish facts in dispute;
- (iv) be able to hear any person or receive any materials it sees fit to assist in its deliberations;
- (v) allow the Employee, if they so choose, to be represented in the matter;
- (vi) ensure that the Employee or their representative has the right to make submissions, provide relevant witnesses and to present and challenge evidence; and
- (vii) in its discretion, allow any other person the Employee Review Committee wishes to hear from (or their representative) the right to make submissions and to present and challenge evidence.

47.4.3 The Employee Review Committee will provide a written report to the Vice Chancellor setting out:

- (i) their findings of fact concerning the allegation(s) referred for investigation;
- (ii) the basis for those findings of fact;
- (iii) whether or not, in their view, the allegation(s) of misconduct have been substantiated;
- (iv) any relevant mitigating circumstances arising from the investigation;
- (v) what disciplinary action, if any, should be taken against the Employee; and
- (vi) where a suspension without pay has been imposed, whether, and on what grounds, back payment should be made.

47.4.4 Following consideration of the Employee Review Committee report, the Vice Chancellor will provide a copy to the Employee and, as soon as practicable, advise the Employee, in writing:

- (i) of the Vice Chancellor's decision;
- (ii) of any disciplinary action that will be taken against the Employee; and
- (iii) where a suspension without pay has been imposed, whether back payment will be made.

47.4.5 The action of the Vice Chancellor under sub clause 47.4.4 will be final, except to the extent that any tribunal or court can determine the matter.

47.4.6 Where appropriate the complainant will be notified of the Vice Chancellor's decision.

47.5 Records

47.5.1 Where there is a finding of misconduct or serious misconduct against an Employee, documentation relating to the investigation may be placed on the Employee's personnel file. Such documentation may include records of meetings, discussions with witnesses, responses, correspondence and reports.

47.6 Academic Freedom

47.6.1 Where there is a finding, which is not subject to further review or appeal, that an Academic Employee was validly exercising academic freedom in accordance with the University's Academic Freedom Statement and there is no other issue unrelated to that finding which, separately, may give rise to a finding of misconduct, it shall not result in a finding of misconduct or serious misconduct against that Academic Employee.

48. REDUNDANCY

- 48.1** Where employment is terminated due to redundancy, Employees (excluding Casual and Sessional Employees) will be entitled to notice of termination in accordance with sub clause 45.2.
- 48.2** While working during the final four weeks (or such lesser period if provided for under this Agreement) of their notice period referred to in sub clause 48.1, an Employee will have access to:
- (i) suitable outplacement support;
 - (ii) suitable time without loss of pay to attend job search activities; and
 - (iii) where agreed by the University, a program of retraining.
- 48.3** In addition Employees (excluding Casual and Sessional Employees) will also be entitled to a payment of two (2) weeks additional severance payment per completed year of service.
- 48.4** Professional Employees (excluding Casual Employees) will also be entitled to additional redundancy pay in accordance with the table below at the base rate of pay for their ordinary hours of work:

Period of continuous service	Severance Pay
Less than 1 year	0 weeks
At least 1 year but less than 3 years	2 weeks
At least 3 years but less than 4 years	3 weeks
At least 4 years but less than 5 years	4 weeks
At least 5 years but less than 6 years	5 weeks
At least 6 years but less than 7 years	6 weeks
At least 7 years but less than 8 years	7 weeks
At least 8 years	8 weeks

- 48.5** Academic Employees (excluding Casual and Sessional Employees) will also be entitled to additional redundancy pay in accordance with the table below at the base rate of pay for their ordinary hours of work:

Period of continuous service	Severance Pay
Less than 1 year	0 weeks
At least 1 year but less than 2 years	6 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	13 weeks
At least 7 years but less than 8 years	15 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	22 weeks

- 48.6** The total possible payment (including notice of termination) that an Employee will be entitled to under this clause combined will not exceed 60 weeks payment.

48.7 Variation of Redundancy Pay for Other Employment or Incapacity to Pay

48.7.1 This sub-clause applies if:

- (i) an Employee is entitled to be paid an amount of redundancy pay by the University in accordance with sub clauses 48.3 to 48.6; and
- (ii) the University:
 - a. obtains other acceptable employment for the Employee; or
 - b. cannot pay the amount.

48.7.2 On application by the University, Fair Work Commission may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate.

48.7.3 The amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

49. MANAGING UNSATISFACTORY PERFORMANCE

49.1 Definition and Scope

49.1.1 “Unsatisfactory performance” is where an Employee is not performing the tasks and accountabilities of their position in a manner that meets the reasonable expectations of the University.

49.1.2 For the purpose of this clause, ‘Senior Employee’ means a senior individual appointed by the Vice Chancellor in consultation with People and Culture to deal with the matter relating to unsatisfactory performance.

49.2 Management

49.2.1 The University will manage unsatisfactory performance by an Employee in accordance with this clause with the exception that clause 49 will not apply in relation to unsatisfactory performance by a Casual or a Sessional Employee or an Employee during their period of probation. Performance issues with an Employee on probation will be dealt with in accordance with clause 14 Probation.

49.2.2 In dealing with unsatisfactory performance by an Employee the University will ensure that:

- (i) the Employee is afforded substantive and procedural fairness; and
- (ii) the Employee is given the appropriate opportunity and assistance to improve their performance.

49.3 Process

49.3.1 Formal Meeting

49.3.1.1 Where an Employee’s supervisor considers that the Employee’s performance is unsatisfactory and informal attempts have not resolved the performance concerns, the supervisor will provide the Employee with:

- (i) written advice of the performance concerns, including specific examples;
- (ii) written advice regarding the nature of the improvement required;
- (iii) a copy of this Clause (clause 49) and the *Policy: Managing Unsatisfactory Performance*;
- (iv) notice of a suitable time to formally meet to discuss their unsatisfactory performance, which will be no more than seven (7) working days from the date of the written advice of performance concerns.

49.3.1.2 The supervisor will advise the Employee that they are entitled to have a support person present at this meeting, who may be a Union representative.

49.3.1.3 The supervisor may request a member of People and Culture to be in attendance at the meeting.

49.3.2 Opportunity to respond

49.3.2.1 At the formal meeting, the Employee will be given the opportunity to respond to each performance concern. Where an Employee feels they are unable to adequately respond to the performance concerns during the meeting or requests time to consider their response, they may provide a written response to the supervisor within five (5) working days of the meeting.

49.3.2.2 The supervisor will then consider the responses of the Employee, and any reasons or explanations put forward by the Employee.

49.3.3 No further action

49.3.3.1 Where the supervisor is satisfied with the response, the supervisor will notify the Employee that the performance concerns have been satisfied and no further action is necessary.

49.3.4 Performance Improvement Plan

49.3.4.1 Where the supervisor considers the Employee's responses do not satisfactorily address the performance concerns, the supervisor, in conjunction with the Employee, will develop an agreed Performance Improvement Plan (PIP). Where there is disagreement regarding the content of the PIP, the supervisor's decision will be final.

49.3.4.2 The PIP will:

- (i) identify the problems with performance;
- (ii) detail performance expectations;
- (iii) set out any professional development or other relevant training required; and
- (iv) provide a reasonable timeframe for the review period (Review Period).

49.3.4.3 A copy of the PIP will be provided to the Employee.

49.3.4.4 The Employee will undertake all reasonable measures to achieve the required standard of performance in accordance with the PIP.

49.3.4.5 The supervisor will hold regular review meetings with the Employee during the Review Period to assess progress, provide support where required and discuss further requirements.

49.3.4.6 The Employee is entitled to have a support person present at the review meetings, who may be a Union representative.

49.3.4.7 The supervisor may request a member of People and Culture to be in attendance at the review meetings.

49.3.4.8 Following the completion of the specified Review Period in the PIP, the supervisor will meet with the Employee and inform them that:

- (i) there has been a satisfactory improvement in performance and that no further action is required; or
- (ii) the level of improvement made is not yet satisfactory.

49.3.4.9 Where the supervisor is of the view that there has not been enough improvement, but believes the Employee is willing to take steps to improve their performance, a further specified review period will be implemented and the steps set out in sub clauses 49.3.4.5 to 49.3.4.8 will be repeated.

49.3.4.10 Where the supervisor is of the view that the unsatisfactory performance is unlikely to be resolved, the supervisor must refer the matter to the supervisor's senior manager. If the supervisor's senior manager considers that the unsatisfactory performance is unlikely to be resolved, the senior manager must notify the Employee in writing that they intend to refer the matter to the Vice Chancellor for further action in accordance with sub clause 49.4.

49.4 Referral to Vice Chancellor for Review by Senior Employee

49.4.1 Where the matter has been referred to the Vice Chancellor under sub clause 49.3.4.10, the Vice Chancellor will nominate a Senior Employee to handle the matter.

49.4.2 The Senior Employee will review the matter and satisfy himself/herself that all reasonable steps have been taken, including:

- (i) that appropriate steps were taken to draw the attention of the Employee to the deficiencies identified in their performance;
- (ii) that the improvements required of the Employee were reasonable;
- (iii) that adequate opportunity was given to the Employee to respond to the performance concerns;
- (iv) that a reasonable period of time was afforded to the Employee to remedy the deficiencies identified in their performance; and
- (v) that any response to requests from the Employee for support, training and/or assistance was reasonable.

49.4.3 Once the Senior Employee has reviewed the matter, they will provide a written report to the Vice Chancellor including:

- (i) their findings on the matter; and
- (ii) a recommendation in relation to the appropriate disciplinary action, if any, to be taken. This may include, but is not limited to:
 - a. providing the Employee with a further written warning and further time to improve their performance;
 - b. redeploying the Employee to another more suitable position where possible which may include a position that is one level lower; or
 - c. terminating the employment of the Employee.

49.4.4 The Senior Employee will notify the Employee in writing:

- (i) of the nature of their findings;
- (ii) of the recommendation to the Vice Chancellor that they have made in relation to any disciplinary action to be taken against the Employee as a result of the findings; and
- (iii) that if the Employee wishes to appeal the findings or recommendations of the Senior Employee, they must, within five (5) working days, advise the Vice Chancellor in writing.

49.4.5 If the Employee does not appeal the recommendation of the Senior Employee in accordance with sub clause 49.4.4 (iii), the Vice Chancellor will as soon as practicable provide notice to the Employee, in writing of:

- (i) the Vice Chancellor's decision; and
- (ii) any disciplinary action that will be taken against the Employee.

49.4.6 In the event that an Employee's employment is terminated as a result of unsatisfactory performance, they will be entitled to notice or payment in lieu thereof in accordance with clause 45 of this Agreement.

49.4.7 The action of the Vice Chancellor under sub clause 49.4.5 will be final, except to the extent that any tribunal or court can determine the matter.

49.5 Employee Review Committee

49.5.1 In the event that the Employee notifies the Vice Chancellor within five (5) working days that they wish to appeal the findings or recommendations of the Senior Employee, the Vice Chancellor will refer the appeal to an Employee Review Committee convened for this purpose.

49.5.2 In conducting its review, the Employee Review Committee will consider whether:

- (i) all steps of the process outlined in this clause have been complied with;
- (ii) the performance of the Employee was unsatisfactory;
- (iii) appropriate steps were taken to bring the unsatisfactory nature of performance to the attention of the Employee;
- (iv) due and proper consideration was given to the Employee's response;
- (v) reasonable time, opportunity and resources were made available to the Employee to enable them to remedy their performance;
- (vi) there was appropriate consultation with the Employee's colleagues, where requested;
- (vii) the decision of the Senior Employee was reasonable in the circumstances; and
- (viii) the disciplinary action recommended by the Senior Employee was reasonable in the circumstances.

49.5.3 In conducting its investigation, the Employee Review Committee will:

- (i) be able to hear any person or receive any materials it sees fit to assist in its deliberation;
- (ii) allow the Employee to be represented in the matter if they so choose;
- (iii) ensure that the Employee (or their representative if they so choose) has the right to make submissions and to present and challenge evidence; and
- (iv) at its discretion, allow any other person the Employee Review Committee wishes to hear from (or their representative) the right to make submissions and to present and challenge evidence.

49.5.4 The Employee Review Committee will provide a written report to the Vice Chancellor.

49.6 Vice Chancellor's Decision

49.6.1 Following consideration of the Employee Review Committee report, the Vice Chancellor will as soon as practicable provide a copy of the report to the Employee and advise the Employee, in writing:

- (i) of the Vice Chancellor's decision; and
- (ii) of any disciplinary action that will be taken against the Employee.

49.6.2 In the event that an Employee's employment is terminated as a result of unsatisfactory performance, they will be entitled to notice or payment in lieu thereof in accordance with clause 45 of this Agreement.

49.6.3 The action of the Vice Chancellor under sub clause 49.6.1 will be final, except to the extent that any tribunal or court can determine the matter.

49.7 Records

49.7.1 Documentation relating to the formal process of resolving unsatisfactory performance as set out in sub clauses 49.3 to 49.6 will be placed on the Employee's personnel file. Such documentation may include records of meetings, discussions with witnesses, responses, correspondence, and considerations relevant to the alleged unsatisfactory performance.

PART 7 – CONSULTATION, REPRESENTATION AND PROTECTIONS

50. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE AND CHANGES TO REGULAR ROSTER OR ORDINARY HOURS OF EMPLOYEES

- 50.1** This clause applies if the University has made a definite decision to introduce a:
- (i) major change to production, program, organisation, structure, or technology in relation to the University which will cause potential redundancies or job losses, and the major change is likely to have a significant effect on Employees of the University; or
 - (ii) change to the regular roster or ordinary hours of work of Employees.
- 50.2 Major Workplace Change**
- 50.2.1** The University must as soon as practicable notify the relevant Employees and the Union of the decision to introduce the major change.
- 50.2.2** If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the University of the identity of the representative, the University must recognise the representative.
- 50.2.3** As soon as is practicable after making its decision, the University must:
- (i) Discuss with the relevant Employees (and a representative if one has been appointed by the relevant Employees) and the Union:
 - a. the introduction of the change;
 - b. the effect the change is likely to have on the Employees; and
 - c. measures the University is taking to avert or mitigate the adverse effects of the change on the Employees.
 - (ii) for the purposes of the discussion the University must provide, in writing, to the relevant Employees, the representative and the Union:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the Employees; and
 - c. any other matters likely to affect the Employees.
- 50.2.4** The University is not required to disclose confidential or commercially sensitive information to the relevant Employees, the representative or the Union.
- 50.2.5** The University must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, the representative and the Union.
- 50.2.6** In this clause, a major workplace change is likely to have a significant effect on Employees if it results in:
- (i) significant change to the composition, operation or size of the University’s workforce or to the skills required of Employees; or
 - (ii) the elimination or diminution of job opportunities (including opportunities for promotion or Continuing Employment); or
 - (iii) the significant alteration of work hours; or
 - (iv) the significant alternation of hours or the pattern of hours of work of Employees; or
 - (v) the need for significant skills retraining or relocation of Employees to another workplace; or
 - (vi) the restructuring of jobs.
- 50.2.7** In this clause, “relevant Employees” means the Employees who are directly affected by the major change.

50.3 Change to Regular Roster or Ordinary Hours of Work

- 50.3.1** The University must as soon as practicable notify the relevant Employees and the Union of the decision to introduce the change.
- 50.3.2** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 50.3.3** If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the University of the identity of the representative;
- the University must recognise the representative.
- 50.3.4** As soon as practicable after making its decision, the University must:
- (i) discuss with the relevant Employees (and a representative if one has been appointed by the relevant Employees) and the Union, the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what the University reasonably believes will be the effects of the change on the Employees; and
 - c. information about any other matters that the University reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 50.3.5** However, the University is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 50.3.6** The University must give prompt and genuine consideration to matters raised about the change by the relevant Employees
- 50.3.7** In this term “relevant Employees” means the Employees who may be affected by a change referred to in sub clause 50.1 (ii).

51. JOINT CONSULTATIVE COMMITTEE (JCC)

- 51.1** A Joint Consultative Committee (JCC) will be established to consult with and advise the University in relation to the issues covered in this clause.
- 51.2** The JCC will be comprised of:
- (i) one (1) Academic and one (1) Professional Employee nominated by Employees; and
 - (ii) one (1) Academic and one (1) Professional Employee nominated by the Union; and
 - (iii) three (3) Employees or Senior Employees (made up of both Academic and Professional Employees) nominated by the University.
- 51.3** Once appointed, the members of the JCC will serve on this committee for the term of this Agreement. If a member leaves the University before this time, they will be replaced by either election or appointment, whichever is appropriate.
- 51.4** The role of the JCC is to facilitate consultation between the Parties by:
- (i) monitoring and providing advice on the implementation of this Agreement;
 - (ii) receiving and considering reports as determined by the terms of this Agreement
 - (iii) advising on impending redundancies;

- (iv) monitoring the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement;
 - (v) ensuring consultation occurs prior to decision making on matters which impact on the working lives of Employees; and
 - (vi) increasing the quality of working life for all Employees, particularly in the areas of employment security, job design, skill formation, training and the working environment (both physical and mental).
- 51.5** The JCC will meet at least four (4) times per year or more, and the above matters will remain standing items for discussion at each meeting.
- 51.6** Employees appointed to the JCC will be provided with appropriate time release to attend meetings and perform JCC functions and duties.

52. GRIEVANCE PROCEDURES

52.1 Definition and Scope

- 52.1.1** “Grievance” will include any type of problem, concern, or complaint that relates to work, the workplace, or the work environment. A grievance can be brought about by any act, behaviour, omission, situation, or decision that has occurred and which Employee perceives to be unfair or unjustified.
- 52.1.2** For the purpose of this clause, ‘Senior Employee’ means a senior individual appointed by the Vice Chancellor in consultation with People and Culture to deal with the grievance.
- 52.1.3** This clause 52 will not apply in relation to any matter covered by a separate review process under this Agreement or any matter in relation to which there is an existing avenue for appeal against a decision of the University.

52.2 Policy

- 52.2.1** The University will maintain a grievance resolution policy which can be accessed by Employees.
- 52.2.2** In dealing with a grievance the University will ensure that:
- (i) an Employee raising a grievance receives a fair hearing and the principles of natural justice are observed; and
 - (ii) the interests of all parties are given proper consideration.

52.3 Grievance Resolution Process

52.3.1 Local Resolution

- 52.3.1.1** If an Employee has a grievance, it should be dealt with locally, speedily and confidentially. The aggrieved Employee should in the first instance attempt to resolve the grievance with the person concerned.
- 52.3.1.2** If the Employee is unable to resolve the grievance with the person concerned, the Employee must seek assistance from their local supervisor or line manager.
- 52.3.1.3** If resolution is not achieved with the assistance of the local supervisor or line manager, or if the grievance relates to the Employee’s local supervisor or line manager, the Employee must seek assistance from the next most Senior Employee in the line of management responsibility.

52.3.2 Formal Grievance

- 52.3.2.1** Where an attempt at a local resolution of the grievance has occurred but failed or where the circumstances make resolution at the local level impracticable, the Employee may lodge a Formal Grievance with the Vice Chancellor. The Vice Chancellor will nominate a Senior Employee to manage the resolution process.
- 52.3.2.2** The Senior Employee will, within seven (7) working days of receipt of details of the formal grievance, or as otherwise agreed, arrange a conference of the parties to the grievance (including, where requested by the Employee, the Employee's Support Person and the Employee's supervisor).
- 52.3.2.3** If the grievance cannot be resolved at the conference, the Senior Employee may attempt to resolve the grievance through investigation and conciliation.
- 52.3.2.4** If a resolution cannot be reached, the Senior Employee will provide the parties with a proposed resolution, including reasons for the resolution, in writing. Each party must either accept or decline the resolution within five (5) working days of receipt.
- 52.3.2.5** If all parties accept the resolution, the agreed course of action will be implemented immediately. If the proposed resolution is not accepted, the Senior Employee will notify the parties of the failure to reach a resolution and refer the Grievance to the Vice Chancellor.

52.3.3 Referral to Vice Chancellor for Determination

- 52.3.3.1** The Vice Chancellor will make a final determination with respect to the Grievance which may be the same or different to the resolution proposal of the Senior Employee. Any determination made by the Vice Chancellor with regard to the grievance will be final, save for an Employee's right to pursue the matter outside the University through any relevant external agency or tribunal.
- 52.3.3.2** Nothing in this clause will prevent an Employee from having an issue raised in accordance with this clause conciliated or arbitrated in the Fair Work Commission.

53. DISPUTE RESOLUTION

- 53.1** The Parties agree that:
 - (i) All Employees, their representatives and the University have an interest in the proper application of this Agreement; and
 - (ii) All Employees, their representatives and the University will use their best endeavours to ensure that disputes are managed and resolved in a timely manner at the workplace level.
- 53.2** Where a dispute relates to a matter arising under this Agreement or the NES, the dispute resolution procedures set out in this clause 53 will apply.
- 53.3** For the purpose of this clause, 'Senior Employee' means a senior individual appointed by the Vice Chancellor in consultation with People and Culture to deal with the dispute.
- 53.4** An Employee who is a party to a dispute may appoint their Union or other representative to accompany or represent them, or both, for the purposes of resolving the dispute. The Employee's Union or other representative may address dispute matters with the University on behalf of the Employee, without the Employee being present.
- 53.5** The University, the Union or an Employee may raise a dispute in accordance with this clause 53 by providing notice of the dispute with the other party in writing setting out the particulars and circumstances of the dispute. The party that first raises the dispute will be referred to in this clause 53 as the "Initiating Party".

- 53.6** The dispute must first be discussed between the Initiating Party, and/or (where relevant) their representative, supervisor or other appropriate Employee or Senior Employee or the Union within five (5) working days of the dispute being notified to the relevant party. All parties must use their best endeavours to resolve the dispute.
- 53.7** If, following the discussions set out in sub clause 53.6, the dispute cannot be resolved, the Initiating Party may refer the dispute in writing to an appropriate Senior Employee. The Senior Employee will use their best endeavours to resolve the dispute within five (5) working days of their receipt of the referral or such other time as may be agreed between the parties.
- 53.8** If, following referral in sub clause 53.7, the dispute cannot be resolved, either party to the dispute may refer the matter in dispute to the Fair Work Commission. The party referring the dispute to the Fair Work Commission will notify the Union.
- 53.9** The Fair Work Commission may resolve the dispute by conciliation or arbitration or both. Each of the University, the Union and Employee agree to be bound by and implement any order, decision or recommendation of the Fair Work Commission, subject to any existing right of appeal.
- 53.10** Except where a genuine safety issue is involved, while the dispute resolution processes in this clause 53 are being applied, the Employee will continue to perform their work and undertake their duties normally. Neither party to the dispute will take any action or implement any change that is likely to exacerbate the dispute.

54. WORKPLACE BULLYING

- 54.1** Workplace Bullying is defined as repeated inappropriate behaviour directed towards an Employee, or group of Employees, that creates a risk to health and safety. It does not include reasonable management action or practices.
- 54.2** A workplace situation may be identified as Workplace Bullying if an Employee, or group of Employees, are repeatedly and unreasonably: harmed, intimidated, threatened, victimized, undermined, offended, degraded or humiliated, whether alone or in front of other Employees, students, or visitors to the University.
- 54.3** The University acknowledges that all Employees have the right to dignity at work in an environment free from Workplace Bullying and is committed to investigating and eliminating any reported instances of Workplace Bullying.
- 54.4** The University encourages all Employees to report any instances of Workplace Bullying.
- 54.5** During the term of this Agreement, the University will maintain a policy dealing with Workplace Bullying. Such a policy will not preclude an Employee from lodging a grievance under clause 52 Grievance Procedures.

PART 8 – SCHEDULES

SCHEDULE A – WA RATES OF PAY (FULL-TIME ACADEMIC EMPLOYEES)

CAMPUS: FREMANTLE AND BROOME							
Increase:		1%	2%	3.50%	3.00%	3.25%	3.50%
With effect from:		1 Jan 2022	1 Oct 2022	1 Oct 2023	1 Oct 2024	1 Oct 2025	1 Jul 2026
Level/Step (Increment)							
A	1	\$70,059	\$71,460	\$73,962	\$76,181	\$78,657	\$81,410
	2	\$74,061	\$75,542	\$78,186	\$80,532	\$83,149	\$86,059
	3	\$78,064	\$79,625	\$82,412	\$84,884	\$87,643	\$90,711
	4	\$82,066	\$83,707	\$86,637	\$89,236	\$92,136	\$95,361
	5	\$85,322	\$87,028	\$90,075	\$92,777	\$95,792	\$99,145
	6*	\$88,572	\$90,343	\$93,505	\$96,310	\$99,440	\$102,920
	7	\$91,825	\$93,662	\$96,940	\$99,848	\$103,093	\$106,701
	8	\$95,073	\$96,974	\$100,368	\$103,379	\$106,739	\$110,475
B	1	\$100,079	\$102,081	\$105,654	\$108,824	\$112,361	\$116,294
	2	\$103,832	\$105,909	\$109,616	\$112,904	\$116,573	\$120,653
	3	\$107,588	\$109,740	\$113,581	\$116,988	\$120,790	\$125,018
	4	\$111,342	\$113,569	\$117,544	\$121,070	\$125,005	\$129,380
	5	\$115,093	\$117,395	\$121,504	\$125,149	\$129,216	\$133,739
	6	\$118,847	\$121,224	\$125,467	\$129,231	\$133,431	\$138,101
C	1	\$122,595	\$125,047	\$129,424	\$133,307	\$137,639	\$142,456
	2	\$126,350	\$128,877	\$133,388	\$137,390	\$141,855	\$146,820
	3	\$130,104	\$132,706	\$137,351	\$141,472	\$146,070	\$151,182
	4	\$133,858	\$136,535	\$141,314	\$145,553	\$150,283	\$155,543
	5	\$137,606	\$140,358	\$145,272	\$149,630	\$154,493	\$159,900
	6	\$141,364	\$144,191	\$149,238	\$153,715	\$158,711	\$164,266
D	1	\$147,619	\$150,571	\$155,841	\$160,516	\$165,733	\$171,534
	2	\$152,620	\$155,672	\$161,121	\$165,955	\$171,349	\$177,346
	3	\$157,626	\$160,779	\$166,406	\$171,398	\$176,968	\$183,162
	4	\$162,630	\$165,883	\$171,690	\$176,841	\$182,588	\$188,979
E	1	\$190,157	\$193,960	\$200,749	\$206,771	\$213,491	\$220,963

*Minimum commencing salary for PhD and Course Controllers

SCHEDULE B – NSW RATES OF PAY (FULL-TIME ACADEMIC EMPLOYEES)

CAMPUS: SYDNEY							
Increase:		1%	2%	3.50%	3.00%	3.25%	3.50%
With effect from:		1 Jan 2022	1 Oct 2022	1 Oct 2023	1 Oct 2024	1 Oct 2025	1 Jul 2026
Level/Step (Increment)							
A	1	\$74,825	\$76,322	\$78,993	\$81,363	\$84,007	\$86,947
	2	\$78,782	\$80,358	\$83,172	\$85,667	\$88,451	\$91,547
	3	\$82,776	\$84,432	\$87,388	\$90,010	\$92,935	\$96,188
	4	\$86,778	\$88,514	\$91,612	\$94,360	\$97,427	\$100,837
	5	\$90,024	\$91,824	\$95,040	\$97,891	\$101,072	\$104,610
	6*	\$93,274	\$95,139	\$98,469	\$101,423	\$104,719	\$108,384
	7	\$96,522	\$98,452	\$101,899	\$104,956	\$108,367	\$112,160
	8	\$99,767	\$101,762	\$105,324	\$108,484	\$112,010	\$115,930
B	1	\$104,767	\$106,862	\$110,602	\$113,920	\$117,622	\$121,739
	2	\$108,516	\$110,686	\$114,560	\$117,997	\$121,832	\$126,096
	3	\$112,258	\$114,503	\$118,511	\$122,066	\$126,033	\$130,444
	4	\$116,009	\$118,329	\$122,471	\$126,145	\$130,245	\$134,804
	5	\$119,753	\$122,148	\$126,424	\$130,217	\$134,449	\$139,155
	6	\$123,507	\$125,977	\$130,386	\$134,298	\$138,663	\$143,516
C	1	\$127,249	\$129,794	\$134,337	\$138,367	\$142,864	\$147,864
	2	\$130,997	\$133,617	\$138,295	\$142,444	\$147,073	\$152,221
	3	\$134,742	\$137,437	\$142,247	\$146,514	\$151,276	\$156,571
	4	\$138,494	\$141,264	\$146,208	\$150,594	\$155,488	\$160,930
	5	\$142,237	\$145,082	\$150,161	\$154,666	\$159,693	\$165,282
	6	\$145,988	\$148,908	\$154,120	\$158,744	\$163,903	\$169,640
D	1	\$152,236	\$155,281	\$160,716	\$165,537	\$170,917	\$176,899
	2	\$157,227	\$160,372	\$165,985	\$170,965	\$176,521	\$182,699
	3	\$162,222	\$165,466	\$171,257	\$176,395	\$182,128	\$188,502
	4	\$167,220	\$170,564	\$176,534	\$181,830	\$187,739	\$194,310
E	1	\$194,706	\$198,600	\$205,551	\$211,718	\$218,599	\$226,250

*Minimum commencing salary for PhD and Course Controllers

SCHEDULE C – WA RATES OF PAY (FULL-TIME PROFESSIONAL EMPLOYEES)

CAMPUS: FREMANTLE AND BROOME							
Increase:		1%	2%	3.50%	3.00%	3.25%	3.50%
With effect from:		1 Jan 2022	1 Oct 2022	1 Oct 2023	1 Oct 2024	1 Oct 2025	1 Jul 2026
Level/Step (Increment)							
1	01	\$44,577	\$45,469	\$47,060	\$48,472	\$50,047	\$51,799
	02	\$45,219	\$46,123	\$47,737	\$49,169	\$50,767	\$52,544
	03	\$45,955	\$46,874	\$48,515	\$49,970	\$51,594	\$53,400
	04	\$50,276	\$51,282	\$53,077	\$54,669	\$56,446	\$58,422
	05	\$51,326	\$52,353	\$54,185	\$55,811	\$57,625	\$59,642
	06	\$52,387	\$53,435	\$55,305	\$56,964	\$58,815	\$60,874
2	01	\$53,966	\$55,045	\$56,972	\$58,681	\$60,588	\$62,709
	02	\$55,025	\$56,126	\$58,091	\$59,834	\$61,779	\$63,941
	03	\$55,816	\$56,932	\$58,925	\$60,693	\$62,666	\$64,859
3	01	\$56,878	\$58,016	\$60,047	\$61,848	\$63,858	\$66,093
	02	\$58,471	\$59,640	\$61,728	\$63,580	\$65,646	\$67,944
	03	\$60,064	\$61,265	\$63,409	\$65,311	\$67,434	\$69,794
	04	\$61,659	\$62,892	\$65,093	\$67,046	\$69,225	\$71,648
	05	\$63,251	\$64,516	\$66,774	\$68,777	\$71,012	\$73,497
4	01	\$65,905	\$67,223	\$69,577	\$71,664	\$73,983	\$76,583
	02	\$67,498	\$68,848	\$71,259	\$73,397	\$75,782	\$78,434
	03	\$68,826	\$70,203	\$72,660	\$74,840	\$77,272	\$79,977
	04	\$70,152	\$71,555	\$74,059	\$76,281	\$78,760	\$81,517
5	01	\$71,216	\$72,640	\$75,182	\$77,437	\$79,954	\$82,752
	02	\$73,337	\$74,804	\$77,422	\$79,745	\$82,337	\$85,219
	03	\$75,995	\$77,515	\$80,229	\$82,636	\$85,322	\$88,308
	04	\$79,183	\$80,767	\$83,594	\$86,102	\$88,900	\$92,012
6	01	\$81,837	\$83,474	\$86,396	\$88,988	\$91,880	\$95,096
	02	\$83,429	\$85,098	\$88,076	\$90,718	\$93,666	\$96,944
	03	\$85,021	\$86,721	\$89,756	\$92,449	\$95,454	\$98,795
	04	\$86,615	\$88,347	\$91,439	\$94,182	\$97,243	\$100,647
7	01	\$89,800	\$91,596	\$94,803	\$97,647	\$100,821	\$104,350
	02	\$92,986	\$94,846	\$98,166	\$101,111	\$104,397	\$108,051
	03	\$96,171	\$98,094	\$101,527	\$104,573	\$107,972	\$111,751
	04	\$99,885	\$101,883	\$105,449	\$108,612	\$112,142	\$116,067
8	01	\$100,419	\$102,427	\$106,013	\$109,193	\$112,742	\$116,688
	02	\$103,604	\$105,676	\$109,375	\$112,656	\$116,317	\$120,388
	03	\$106,795	\$108,931	\$112,744	\$116,126	\$119,900	\$124,097
	04	\$109,978	\$112,178	\$116,104	\$119,587	\$123,474	\$127,796
9	01	\$116,348	\$118,675	\$122,830	\$126,515	\$130,627	\$135,199
	02	\$118,474	\$120,843	\$125,073	\$128,825	\$133,012	\$137,667
	03	\$120,598	\$123,010	\$127,316	\$131,135	\$135,397	\$140,136
	04	\$123,250	\$125,715	\$130,115	\$134,018	\$138,374	\$143,217

10 (Award)	Base	\$125,909	\$128,427	\$132,922	\$136,910	\$141,360	\$146,308
10 Grade 1	01	\$133,028	\$135,689	\$140,438	\$144,651	\$149,352	\$154,579
	02	\$135,666	\$138,379	\$143,222	\$147,519	\$152,213	\$157,644
	03	\$138,304	\$141,070	\$146,008	\$150,388	\$155,276	\$160,711
10 Grade 2	01	\$139,924	\$142,722	\$147,717	\$152,149	\$157,094	\$162,592
	02	\$142,701	\$145,555	\$150,650	\$155,170	\$160,213	\$165,820
	03	\$145,439	\$148,348	\$153,504	\$158,146	\$163,286	\$169,001
10 Grade 3	01	\$149,873	\$152,870	\$158,220	\$162,967	\$168,263	\$174,152
	02	\$152,850	\$155,907	\$161,364	\$166,205	\$171,607	\$177,613
	03	\$155,834	\$158,951	\$164,514	\$169,449	\$174,956	\$181,079
10 Grade 4	01	\$159,924	\$163,020	\$168,726	\$173,788	\$179,436	\$185,716
	02	\$163,005	\$166,265	\$172,084	\$177,247	\$183,008	\$189,413
	03	\$166,184	\$169,508	\$175,441	\$180,704	\$186,577	\$193,107
10 Grade 5	01	\$183,078	\$186,740	\$193,276	\$199,074	\$205,544	\$212,738
	02	\$192,063	\$195,904	\$202,761	\$208,844	\$215,631	\$223,178
	03	\$195,903	\$199,821	\$206,815	\$213,019	\$219,942	\$227,640
	04	\$199,749	\$203,744	\$210,875	\$217,201	\$224,260	\$232,109

SCHEDULE D – NSW RATES OF PAY (FULL-TIME PROFESSIONAL EMPLOYEES)

CAMPUS: SYDNEY							
Increase:		1%	2%	3.50%	3.00%	3.25%	3.50%
With effect from:		1 Jan 2022	1 Oct 2022	1 Oct 2023	1 Oct 2024	1 Oct 2025	1 Jul 2026
Level/Step (Increment)							
1	01	\$51,481	\$52,511	\$54,350	\$55,981	\$57,800	\$59,823
	02	\$52,916	\$53,974	\$55,864	\$57,540	\$59,410	\$61,489
	03	\$54,377	\$55,465	\$57,406	\$59,128	\$61,050	\$63,187
	04	\$55,841	\$56,958	\$58,952	\$60,721	\$62,694	\$64,888
	05	\$57,305	\$58,451	\$60,497	\$62,312	\$64,337	\$66,589
	06	\$58,073	\$59,234	\$61,307	\$63,146	\$65,198	\$67,480
2	01	\$58,844	\$60,021	\$62,122	\$63,986	\$66,066	\$68,378
	02	\$60,327	\$61,534	\$63,689	\$65,600	\$67,732	\$70,103
	03	\$61,245	\$62,470	\$64,656	\$66,596	\$68,760	\$71,167
3	01	\$62,158	\$63,401	\$65,620	\$67,589	\$69,786	\$72,229
	02	\$63,982	\$65,262	\$67,546	\$69,572	\$71,833	\$74,347
	03	\$65,815	\$67,131	\$69,481	\$71,565	\$73,891	\$76,477
	04	\$67,640	\$68,993	\$71,409	\$73,551	\$75,941	\$78,599
	05	\$69,468	\$70,857	\$73,337	\$75,537	\$77,992	\$80,722
4	01	\$71,441	\$72,870	\$75,420	\$77,683	\$80,208	\$83,015
	02	\$73,440	\$74,909	\$77,531	\$79,857	\$82,452	\$85,338
	03	\$75,417	\$76,925	\$79,617	\$82,006	\$84,671	\$87,634
	04	\$76,719	\$78,253	\$80,993	\$83,423	\$86,134	\$89,149
5	01	\$78,021	\$79,581	\$82,366	\$84,837	\$87,594	\$90,660
	02	\$80,610	\$82,222	\$85,100	\$87,653	\$90,502	\$93,670
	03	\$83,191	\$84,855	\$87,825	\$90,460	\$93,400	\$96,669
	04	\$85,800	\$87,516	\$90,578	\$93,296	\$96,328	\$99,699
6	01	\$91,481	\$93,311	\$96,577	\$99,474	\$102,707	\$106,302
	02	\$94,551	\$96,442	\$99,817	\$102,812	\$106,153	\$109,868
	03	\$97,645	\$99,598	\$103,084	\$106,177	\$109,628	\$113,465
	04	\$99,036	\$101,017	\$104,553	\$107,690	\$111,190	\$115,082
7	01	\$100,424	\$102,432	\$106,019	\$109,200	\$112,749	\$116,695
	02	\$103,203	\$105,267	\$108,951	\$112,220	\$115,867	\$119,922
	03	\$105,978	\$108,098	\$111,884	\$115,241	\$118,986	\$123,151
	04	\$108,758	\$110,933	\$114,816	\$118,260	\$122,103	\$126,377
8	01	\$112,366	\$114,613	\$118,624	\$122,183	\$126,154	\$130,569
	02	\$115,954	\$118,273	\$122,413	\$126,085	\$130,183	\$134,739
	03	\$119,531	\$121,922	\$126,189	\$129,975	\$134,199	\$138,896
	04	\$123,115	\$125,577	\$129,973	\$133,872	\$138,223	\$143,061
9	01	\$130,723	\$133,337	\$138,005	\$142,145	\$146,765	\$151,902
	02	\$134,745	\$137,440	\$142,250	\$146,518	\$151,280	\$156,575
	03	\$138,770	\$141,545	\$146,499	\$150,894	\$155,798	\$161,251

10 (Award)	Base	\$139,760	\$142,555	\$147,544	\$151,970	\$156,909	\$162,401
10 Grade 1	01	\$147,662	\$150,615	\$155,887	\$160,564	\$165,782	\$171,584
	02	\$150,592	\$153,604	\$158,980	\$163,749	\$169,071	\$174,988
	03	\$153,516	\$156,586	\$162,067	\$166,929	\$172,354	\$178,386
10 Grade 2	01	\$155,314	\$158,420	\$163,966	\$168,885	\$174,374	\$180,477
	02	\$158,399	\$161,567	\$167,222	\$172,239	\$177,837	\$184,061
	03	\$161,436	\$164,665	\$170,428	\$175,541	\$181,246	\$187,590
10 Grade 3	01	\$166,357	\$169,684	\$175,623	\$180,892	\$186,771	\$193,308
	02	\$169,664	\$173,057	\$179,114	\$184,487	\$190,483	\$197,150
	03	\$172,975	\$176,435	\$182,610	\$188,088	\$194,201	\$200,998
10 Grade 4	01	\$177,403	\$180,951	\$187,284	\$192,903	\$199,172	\$206,143
	02	\$180,932	\$184,551	\$191,010	\$196,740	\$203,134	\$210,244
	03	\$184,463	\$188,152	\$194,737	\$200,579	\$207,098	\$214,346
10 Grade 5	01	\$203,217	\$207,281	\$214,536	\$220,972	\$228,154	\$236,139
	02	\$213,188	\$217,452	\$225,063	\$231,815	\$239,349	\$247,726
	03	\$217,454	\$221,803	\$229,566	\$236,453	\$244,138	\$252,683
	04	\$221,560	\$225,991	\$233,901	\$240,918	\$248,748	\$257,454

1.1 Formulae

The minimum salaries paid to Sessional Employees will be at the hourly rates provided for in this clause. The initial base salary rates used in the calculations that follow are the 2022 salary rates. The base salary rates used in these formulae should be adjusted annually and refer to the salary rate which applies in the year in which payment of a casual rate is made. These rates are derived from three base salary rates using the following formulae:

1.1.1 Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the Full-Time Level B salary scale for Academic Employees and calculated as follows:

[Base salary rate] / [52 weeks] / [37.5 hours] + [25% Casual Loading]

Fremantle & Broome Campuses:

From 1/01/2022: $(\$103,832 / 52 / 37.5) + 25\% = \66.56
From 1/10/2022: $(\$105,909 / 52 / 37.5) + 25\% = \67.89
From 1/10/2023: $(\$109,616 / 52 / 37.5) + 25\% = \70.27
From 1/10/2024: $(\$112,904 / 52 / 37.5) + 25\% = \72.37
From 1/10/2025: $(\$116,573 / 52 / 37.5) + 25\% = \74.73
From 1/07/2026: $(\$120,653 / 52 / 37.5) + 25\% = \77.34

Sydney Campus:

From 1/01/2022: $(\$108,516 / 52 / 37.5) + 25\% = \69.56
From 1/10/2022: $(\$110,686 / 52 / 37.5) + 25\% = \70.95
From 1/10/2023: $(\$114,560 / 52 / 37.5) + 25\% = \73.44
From 1/10/2024: $(\$117,997 / 52 / 37.5) + 25\% = \75.64
From 1/10/2025: $(\$121,832 / 52 / 37.5) + 25\% = \78.10
From 1/07/2026: $(\$126,096 / 52 / 37.5) + 25\% = \80.93

1.1.2 Rate applicable to performance of other duties involving Full-Time subject coordination or possession of a relevant doctoral qualification. The base rate applicable where the duties include Full-Time subject coordination or the Academic Employee possesses a relevant doctoral qualification is determined by reference to the sixth step of the Full-Time Level A salary scale for Academic Employees and calculated as follows:

[Base salary rate] / [52 weeks] / [37.5 hours] + [25% Casual Loading]

Fremantle & Broome Campuses:

From 1/01/2022: $(\$88,572 / 52 / 37.5) + 25\% = \56.78
From 1/10/2022: $(\$90,343 / 52 / 37.5) + 25\% = \57.91
From 1/10/2023: $(\$93,505 / 52 / 37.5) + 25\% = \59.94
From 1/10/2024: $(\$96,310 / 52 / 37.5) + 25\% = \61.74
From 1/10/2025: $(\$99,440 / 52 / 37.5) + 25\% = \63.74
From 1/07/2026: $(\$102,920 / 52 / 37.5) + 25\% = \65.97

Sydney Campus:

From 1/01/2022: $(\$93,274 / 52 / 37.5) + 25\% = \59.79
From 1/10/2022: $(\$95,139 / 52 / 37.5) + 25\% = \60.99
From 1/10/2023: $(\$98,469 / 52 / 37.5) + 25\% = \63.12
From 1/10/2024: $(\$101,423 / 52 / 37.5) + 25\% = \65.01
From 1/10/2025: $(\$104,719 / 52 / 37.5) + 25\% = \67.13
From 1/07/2026: $(\$108,384 / 52 / 37.5) + 25\% = \69.48

1.1.3 Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered by sub clause 1.1.2 is determined by reference to the second step of the Full-Time Level A salary scale for Academic Employees and calculated as follows:

$$[\text{Base salary rate}]/[\text{52 weeks}]/[\text{37.5 hours}] + [\text{25\% Casual Loading}]$$

Fremantle & Broome Campuses:

From 1/01/2022: $(\$74,061 / 52 / 37.5) + 25\% = \47.48

From 1/10/2022: $(\$75,542 / 52 / 37.5) + 25\% = \48.42

From 1/10/2023: $(\$78,186 / 52 / 37.5) + 25\% = \50.12

From 1/10/2024: $(\$80,532 / 52 / 37.5) + 25\% = \51.62

From 1/10/2025: $(\$83,149 / 52 / 37.5) + 25\% = \53.30

From 1/07/2026: $(\$86,059 / 52 / 37.5) + 25\% = \55.17

Sydney Campus:

From 1/01/2022: $(\$78,782 / 52 / 37.5) + 25\% = \50.50

From 1/10/2022: $(\$80,358 / 52 / 37.5) + 25\% = \51.51

From 1/10/2023: $(\$83,172 / 52 / 37.5) + 25\% = \53.32

From 1/10/2024: $(\$85,667 / 52 / 37.5) + 25\% = \54.91

From 1/10/2025: $(\$88,451 / 52 / 37.5) + 25\% = \56.70

From 1/07/2026: $(\$91,547 / 52 / 37.5) + 25\% = \58.68

1.2 Lecturing

A Sessional Employee required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and, in relation to the lecture, provide directly associated non-contact duties in the nature of preparation, Reasonably Contemporaneous Marking and student consultation will be paid at a rate for each hour of lecture delivered, according to the following table:

Type of lecture and associated working time assumed	Minimum salary per hour of lecture delivered (B2)	
	Fremantle/Broome	Sydney
Basic lecture (1 hour of delivery and 2 hours of associated working time)	From 1/01/2022 \$199.68 From 1/10/2022 \$203.67 From 1/10/2023 \$210.80 From 1/10/2024 \$217.12 From 1/10/2025 \$224.18 From 1/07/2026 \$232.03	From 1/01/2022 \$208.68 From 1/10/2022 \$212.86 From 1/10/2023 \$220.31 From 1/10/2024 \$226.92 From 1/10/2025 \$234.29 From 1/07/2026 \$242.49
Developed lecture (1 hour of delivery and 3 hours of associated working time)	From 1/01/2022 \$266.24 From 1/10/2022 \$271.56 From 1/10/2023 \$281.07 From 1/10/2024 \$289.50 From 1/10/2025 \$298.91 From 1/07/2026 \$309.37	From 1/01/2022 \$278.25 From 1/10/2022 \$283.81 From 1/10/2023 \$293.74 From 1/10/2024 \$302.56 From 1/10/2025 \$312.39 From 1/07/2026 \$323.32
Specialised lecture (1 hour of delivery and 4 hours of associated working time)	From 1/01/2022 \$332.79 From 1/10/2022 \$339.45 From 1/10/2023 \$351.33 From 1/10/2024 \$361.87 From 1/10/2025 \$373.63 From 1/07/2026 \$386.71	From 1/01/2022 \$347.81 From 1/10/2022 \$354.76 From 1/10/2023 \$367.18 From 1/10/2024 \$378.20 From 1/10/2025 \$390.49 From 1/07/2026 \$404.15

Repeat lecture (1 hour of delivery and 1 hour of associated working time)	From 1/01/2022 \$133.12	From 1/01/2022 \$139.12
	From 1/10/2022 \$135.78	From 1/10/2022 \$141.91
	From 1/10/2023 \$140.53	From 1/10/2023 \$146.87
	From 1/10/2024 \$144.75	From 1/10/2024 \$151.28
	From 1/10/2025 \$149.45	From 1/10/2025 \$156.19
	From 1/07/2026 \$154.68	From 1/07/2026 \$161.66

1.2.1 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days, and any marking and student consultation reasonably contemporaneous with it.

1.2.2 For the purposes of this Agreement, the term “**lecture**” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

1.3 Tutoring

A Sessional Employee required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and, in relation to the tutorial, provide directly associated non-contact duties in the nature of preparation, Reasonably Contemporaneous Marking and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

Type of tutoring and associated working time assumed	Minimum salary per hour of tutorial delivered (A2)	
	Fremantle/Broome	Sydney
Tutorial (1 hour of delivery and 2 hours of associated working time)	From 1/01/2022 \$142.43 From 1/10/2022 \$145.27 From 1/10/2023 \$150.36 From 1/10/2024 \$154.87 From 1/10/2025 \$159.90 From 1/07/2026 \$165.50	From 1/01/2022 \$151.50 From 1/10/2022 \$154.53 From 1/10/2023 \$159.95 From 1/10/2024 \$164.74 From 1/10/2025 \$170.10 From 1/07/2026 \$176.05
Repeat tutorial (1 hour of delivery and 1 hour of associated working time)	From 1/01/2022 \$94.95 From 1/10/2022 \$96.85 From 1/10/2023 \$100.24 From 1/10/2024 \$103.25 From 1/10/2025 \$106.60 From 1/07/2026 \$110.33	From 1/01/2022 \$101.00 From 1/10/2022 \$103.02 From 1/10/2023 \$106.63 From 1/10/2024 \$109.83 From 1/10/2025 \$113.40 From 1/07/2026 \$117.37
Type of tutoring and associated working time assumed	Minimum salary per hour of tutorial delivered where sub clause 1.1.2 applies (A6)	
	Fremantle/Broome	Sydney
Tutorial (1 hour of delivery and 2 hours of associated working time)	From 1/01/2022 \$170.33 From 1/10/2022 \$173.74 From 1/10/2023 \$179.82 From 1/10/2024 \$185.21 From 1/10/2025 \$191.23 From 1/07/2026 \$197.92	From 1/01/2022 \$179.37 From 1/10/2022 \$182.96 From 1/10/2023 \$189.36 From 1/10/2024 \$195.04 From 1/10/2025 \$201.38 From 1/07/2026 \$208.43
Repeat tutorial (1 hour of delivery and 1 hour of associated working time)	From 1/01/2022 \$113.55 From 1/10/2022 \$115.82 From 1/10/2023 \$119.88 From 1/10/2024 \$123.47 From 1/10/2025 \$127.49 From 1/07/2026 \$131.95	From 1/01/2022 \$119.58 From 1/10/2022 \$121.97 From 1/10/2023 \$126.24 From 1/10/2024 \$130.03 From 1/10/2025 \$134.26 From 1/07/2026 \$138.95

- 1.3.1 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days and any marking and student consultation reasonably contemporaneous with it.
- 1.3.2 For the purposes of this Agreement the term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in any official timetable issued by the University.
- 1.3.3 For Musical Accompanying with special educational services, a Sessional Employee will be paid for each hour of accompanying delivered in accordance with the following table:

Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying	
	Fremantle/Broome	Sydney
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	From 1/01/2022 \$94.95 From 1/10/2022 \$96.85 From 1/10/2023 \$100.24 From 1/10/2024 \$103.25 From 1/10/2025 \$106.60 From 1/07/2026 \$110.33	From 1/01/2022 \$101.00 From 1/10/2022 \$103.02 From 1/10/2023 \$106.63 From 1/10/2024 \$109.83 From 1/10/2025 \$113.40 From 1/07/2026 \$117.37
Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying where sub clause 1.1.2 applies	
	Fremantle/Broome	Sydney
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	From 1/01/2022 \$113.55 From 1/10/2022 \$115.82 From 1/10/2023 \$119.88 From 1/10/2024 \$123.47 From 1/10/2025 \$127.49 From 1/07/2026 \$131.95	From 1/01/2022 \$119.58 From 1/10/2022 \$121.97 From 1/10/2023 \$126.24 From 1/10/2024 \$130.03 From 1/10/2025 \$134.26 From 1/07/2026 \$138.95

- 1.3.4 For the purposes of this sub clause, the term “musical accompanying with special educational service” means the provision of musical accompaniment to one or more students or Employees in the course of teaching by another Academic Employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

1.4 Undergraduate clinical nurse education

A Sessional Employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, Reasonably Contemporaneous Marking and student consultation according to the following table:

Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered	
	Fremantle/Broome	Sydney
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	From 1/01/2022 \$71.21 From 1/10/2022 \$72.64 From 1/10/2023 \$75.18 From 1/10/2024 \$77.43 From 1/10/2025 \$79.95 From 1/07/2026 \$82.75	From 1/01/2022 \$75.75 From 1/10/2022 \$77.27 From 1/10/2023 \$79.97 From 1/10/2024 \$82.37 From 1/10/2025 \$85.05 From 1/07/2026 \$88.03
Normal preparation time (1 hour of delivery and 1 hour associated working time)	From 1/01/2022 \$94.95 From 1/10/2022 \$96.85 From 1/10/2023 \$100.24 From 1/10/2024 \$103.25 From 1/10/2025 \$106.60 From 1/07/2026 \$110.33	From 1/01/2022 \$101.00 From 1/10/2022 \$103.02 From 1/10/2023 \$106.63 From 1/10/2024 \$109.83 From 1/10/2025 \$113.40 From 1/07/2026 \$117.37
Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered where sub clause 1.1.2 applies	
	Fremantle/Broome	Sydney
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	From 1/01/2022 \$85.17 From 1/10/2022 \$86.87 From 1/10/2023 \$89.91 From 1/10/2024 \$92.61 From 1/10/2025 \$95.62 From 1/07/2026 \$98.96	From 1/01/2022 \$89.69 From 1/10/2022 \$91.48 From 1/10/2023 \$94.68 From 1/10/2024 \$97.52 From 1/10/2025 \$100.69 From 1/07/2026 \$104.22
Normal preparation time (1 hour of delivery and 1 hour associated working time)	From 1/01/2022 \$113.55 From 1/10/2022 \$115.82 From 1/10/2023 \$119.88 From 1/10/2024 \$123.47 From 1/10/2025 \$127.49 From 1/07/2026 \$131.95	From 1/01/2022 \$119.58 From 1/10/2022 \$121.97 From 1/10/2023 \$126.24 From 1/10/2024 \$130.03 From 1/10/2025 \$134.26 From 1/07/2026 \$138.95

1.4.1 For the purpose of this sub clause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

1.5 Marking

All marking other than that referred to in sub clause 1.2, 1.3 or 1.4 above, will be paid according to the following table for all time worked:

Type of marking	Minimum salary per hour of marking	
	Fremantle/Broome	Sydney
Standard marking	From 1/01/2022 \$47.48 From 1/10/2022 \$48.42 From 1/10/2023 \$50.12 From 1/10/2024 \$51.62 From 1/10/2025 \$53.30 From 1/07/2026 \$55.17	From 1/01/2022 \$50.50 From 1/10/2022 \$51.51 From 1/10/2023 \$53.32 From 1/10/2024 \$54.91 From 1/10/2025 \$56.70 From 1/07/2026 \$58.68

Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at level B status	From 1/01/2022 \$66.56 From 1/10/2022 \$67.89 From 1/10/2023 \$70.27 From 1/10/2024 \$72.37 From 1/10/2025 \$74.73 From 1/07/2026 \$77.34	From 1/01/2022 \$69.56 From 1/10/2022 \$70.95 From 1/10/2023 \$73.44 From 1/10/2024 \$75.64 From 1/10/2025 \$78.10 From 1/07/2026 \$80.83
Type of marking	Minimum salary per hour of marking where sub clause 1.1.2 applies	
	Fremantle/Broome	Sydney
Standard marking	From 1/01/2022 \$56.78 From 1/10/2022 \$57.91 From 1/10/2023 \$59.94 From 1/10/2024 \$61.74 From 1/10/2025 \$63.74 From 1/07/2026 \$65.97	From 1/01/2022 \$59.79 From 1/10/2022 \$60.99 From 1/10/2023 \$63.12 From 1/10/2024 \$65.01 From 1/10/2025 \$67.13 From 1/07/2026 \$69.48
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at level B status	From 1/01/2022 \$66.56 From 1/10/2022 \$67.89 From 1/10/2023 \$70.27 From 1/10/2024 \$72.37 From 1/10/2025 \$74.73 From 1/07/2026 \$77.34	From 1/01/2022 \$69.56 From 1/10/2022 \$70.95 From 1/10/2023 \$73.44 From 1/10/2024 \$75.64 From 1/10/2025 \$78.10 From 1/07/2026 \$80.83

1.6 Other required academic activity

- 1.6.1** A Sessional Employee required to perform any other required academic activity as defined in sub clause 1.6.2 below, will be paid at the hourly rate as specified in sub clause 1.1.3, or sub clause 1.1.2 if he/she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.
- 1.6.2** For the purposes of this sub-clause “other required academic activity” will include work that a person, acting as or on behalf of the University requires the Sessional Employee to perform and that is performed in accordance with any such requirement, being work of the following nature:
- the conduct of practical classes, demonstrations, workshops, student field excursions;
 - the conduct of clinical sessions other than clinical nurse education;
 - the conduct of performance and visual art studio sessions;
 - musical coaching, repititeurship, and musical accompanying other than with special educational service;
 - development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - consultation with students;
 - supervision; and
 - attendance at departmental and/or faculty meetings as required.

The above list is not intended to be exhaustive, but is provided for example and guidance.

1. TEACHING AND RESEARCH SCHOLAR

LEVEL A - ASSOCIATE LECTURER

General Standard

A Level A Academic Employee is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A Academic Employee may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement of professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the Academic teaches.
- Production of teaching materials for students for whom the Academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course coordinator.
- Limited administrative functions primarily connected with subjects in which the Academic teaches.
- Acting as subject coordinator provided that skills and experience demonstrate this capacity.
- Attendance at departmental and or faculty meetings and/or membership of a limited number of Committees.

A Level A Academic Employee will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A Academic Employee will work with support and direction from Academic Employee classified at Level B and above and with an increasing degree of autonomy as the Academic Employee gains in skill and experience.

The most complex levels of subject coordination should not be carried out by a Level A Academic Employee.

Skill Base

A Level A Academic Employee will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL B - LECTURER

General Standard

A Level B Academic Employee is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B Academic Employee may include:

- The conduct of tutorials, practical classes, demonstrations, workshop, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.
- Acting as subject coordinators.
- The preparation and delivery of lectures and seminars.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior employees.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the Academic teaches.
- Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B Academic Employee will have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement.

LEVEL C - SENIOR LECTURER

General Standard

A Level C Academic Employee is expected to make significant contributions to the teaching effort of a department, school, faculty or other organisational unit or an interdisciplinary area. An Academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C Academic Employee may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C Academic Employee will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D - ASSOCIATE PROFESSOR

General Standard

A Level D Academic Employee is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. An Academic Employee at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D Academic Employee may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and faculty meetings.

Skill Base

A Level D Academic Employee will normally have the same skill base as a Level C Academic Employee. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E - PROFESSOR

General Standard

A Level E Academic Employee is expected to exercise a special responsibility in providing leadership in fostering excellence in research, teaching, professional activities and policy development in the Academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

Specific duties required of a Level E Academic Employee may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honour students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E Academic Employee will have the same skill base as a Level D Academic Employee but will be recognised as a leading authority in the relevant discipline area.

2. RESEARCH SCHOLAR

LEVEL A – RESEARCH ASSOCIATE

General Standard

A Level A Research-Only Academic Employee is expected to contribute towards the research effort of the institution and to develop their research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

Specific duties required of a Level A Research-Only Academic Employee may include:

- The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administration functions primarily connected with the area of research of the Academic Employee.
- Development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other Employees.
- Occasional contributions to teaching in relation to their research project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or faculty meetings and/or membership of a limited number of committees.
- Advice within the field of the Employee's research to postgraduate students.

A Level A Research-Only Academic Employee will work with support, guidance and/or direction from Employees classified at Level B and above and with an increasing degree of autonomy as the research Academic Employee gains in skill and experience.

Skill Base

A Level A Research-Only Academic Employee will normally have completed four years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

LEVEL B – RESEARCH FELLOW

General Standard

A Level B Research-Only Academic Employee is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop their research expertise relevant to the particular field of research.

Specific Duties

Specific duties required of a Level B Research-Only Academic Employee may include:

- the conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research.
- Supervision of research-support Employee involved in the Employee's research.
- Guidance in the research effort of junior members of research-only Academic Employees in their research area.
- Contribution to the preparation, or where appropriate, individual preparation of research proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily connected with their area of research.
- Occasional contributions in the teaching program within the field of the Employee's research.
- Co-supervision or where appropriate supervision of major honours or postgraduate research projects within the field of the Employee's area of research.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and/or membership of a limited number of committees.

Skill Base

A Level B Research-Only Academic Employee will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition, they may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

LEVEL C – SENIOR RESEARCH FELLOW C

General Standard

A Level C Research-Only Academic Employee is expected to make independent or original contributions to the research effort within their field of expertise and to the organisational unit or inter-disciplinary area of which they are a part. An Academic Employee at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

Specific duties required of a Level C Research-Only Academic Employee may include:

- The conduct of research and the production of conference and seminar papers and publications from that research.
- Supervision of research-support and administrative employees involved in the Employee's research.
- Supervision where appropriate of the research of less senior research-only Academic Employees.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Preparation of research proposal submissions to external funding bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for their research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the Employee's research.
- Supervision of major honours or postgraduate research projects within the field of the Employee's area of research.
- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

Skill Base

A Level C Research-Only Academic Employee will normally have a relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

LEVEL D – SENIOR RESEARCH FELLOW D

General Standard

A Level D Research-Only Academic Employee is expected to make major original contributions to the research enterprise of the area in which they are appointed and to play a significant role within their profession or discipline. Academic Employees at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

Specific Duties

The specific duties required of a Level D Research-Only Academic Employee may include:

- The conduct of independent research in which the Academic Employee may work as part of a team and the production of conference and seminar papers and publications from that research.
- Supervision of research-support and administrative Employees.
- A major role in all aspects of major research projects including management and/or leadership of large research projects or teams.
- Supervision of the research of less senior research-only Academic Employees.
- Promotion of research links with outside bodies.
- Responsibility for the oversight of financial management of grants.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of Employee's research.
- Supervision of major honours or postgraduate research projects.
- Higher level research-related administrative functions.
- Some involvement in the development of research policy.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.
- Significant contribution to the discipline in which the research efforts of the Academic Employee are undertaken.

Skill Base

A Level D Research-Only Academic Employee will normally have the same skill base as a Level C Research-Only Academic Employee. In addition there will be a requirement for academic excellence and outstanding contribution to research.

LEVEL E – PROFESSORIAL RESEARCH FELLOW

General Standard

A Level E Research-Only Academic Employee is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in their area of research, in the organisation unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties required of a Level E Research-Only Academic Employee may include:

- Provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.
- Development of research policy.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research in which the Academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.
- Supervision of research and administrative Employees and other Academic Employees responsible to the Level E Research-Only Academic Employee.
- Making a distinguished personal contribution to the conduct of research at all levels.
- Management of large research projects or teams.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in community and professional activities related to their disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contribution to the teaching program in the field of the Academic Employee's research.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

Skill Base

A Level E Research-Only Academic Employee will have the same skill base as a Level D Research-Only Academic Employee but will be recognised as a leading authority in his or her area of research.

SCHEDULE G – CLASSIFICATION DESCRIPTORS (PROFESSIONAL EMPLOYEES)

DEFINITION 1:	SUPERVISION
Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of Employees, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Professional Employee may be required. Performance will be measured against objectives.
DEFINITION 2:	QUALIFICATIONS
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
DEFINITION 2:	QUALIFICATIONS
Within the Australian Qualifications Framework	
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year Part Time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post Year 12 study.

Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	
DEFINITION 3:	CLASSIFICATION DIMENSIONS
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational Equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by Employees within each classification level.
Organisational Knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of Employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.
DEFINITION 3:	CLASSIFICATION DIMENSIONS
Judgement:	Judgement is the ability to make sound decisions, recognising the independence and consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by Employees in different occupations at each of the classification levels.

HIGHER EDUCATION WORKER LEVEL 1

Training Level or Qualifications

Professional Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Professional Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 34 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational Equivalent

Cleaner, labourer, trainee for Level 2 duties.

Level of Supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

Task Level

Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational Knowledge

May provide straightforward information to others on building or service locations.

Judgement, Independence and Problem Solving

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical Activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

HIGHER EDUCATION WORKER LEVEL 2

Training Level or Qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or:

- completion of year 12 without work experience, or
- completion of Certificates I or II with work related experience, or
- an equivalent combination of experience and training.

Occupational Equivalent

Administrative assistant, security patrol officer.

Level of Supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task Level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational Knowledge

Following training may provide general information/advice and assistance to members of the public, students and other Employees which is based on a broad knowledge of the Professional Employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, Independence and Problem Solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

A professional at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical Activities

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

Training Level or Qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III, or
- completion of Year 12 or a Certificate II, with relevant work experience, or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational Equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of Supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required.

Task Level

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

Organisational Knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, Independence and Problem Solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical Activities

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies.
- assist in setting up routine experiments.
- monitor experiments for report to a technical officer.
- assist with the preparation of specimens assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions, perform a range of administrative support tasks including:

- standard use of a range of desktop based programs, e.g. Word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and layout correspondence and reports, merge, move and copy, use of columns, tables and basic graphics.
- provide general administrative support to other Employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel.
- process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

Training Level or Qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience, or
- completion of a Certificate IV with relevant work experience, or
- completion of a post-trades certificate and extensive relevant experience and on the job training, or
- completion of a Certificate III with extensive relevant work experience, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of Supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

Task Level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational Knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, Independence and Problem Solving

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical Activities

In trades positions:

- work on complex engineering or interconnected electrical circuits.
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others.
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing.
- use a range of bibliographic databases undertake acquisitions.
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management of information systems, plan and set up spreadsheets or database applications.
- be responsible for providing a full range of secretarial services, e.g. in a faculty.
- provide advice to students on enrolment procedures and requirements.
- administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

Training Level or Qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience, or
- completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or
- completion of a diploma qualification and at least 2 years subsequent relevant work experience, or
- completion of a Certificate IV and extensive relevant work experience, or
- completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Graduate (i.e., degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of Supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other Employees.

Task Level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational Knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

Judgement, Independence and Problem Solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level.

In technical positions, apply standard technical training and experience to solve problems.

In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical Activities

In technical positions:

- develop new equipment to general specifications.
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use.
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services.
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

In administrative positions:

- Responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role.
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services.
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

Training Level or Qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience, or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Level of Supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional Employees.

Task Level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational Knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, Independence and Problem Solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical Activities

In technical positions:

- manage a teaching or research laboratory or a field station.
- provide highly specialised technical services.
- set up complex experiments.
- design and construct complex or unusual equipment to general specifications.
- assist honours and postgraduate students with their laboratory requirements.
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice.
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence.
- monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team.
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services.
- provide counselling services.
- undertake a range of computer programming tasks.
- provide documentation and assistance to computer users.
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

Training Level or Qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 years subsequent relevant experience, or
- extensive experience and management expertise in technical or administrative fields, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Senior librarian; technical manager; senior research assistant; professional or scientific officer; senior administrator in a small less complex faculty.

Level of Supervision

Broad direction. May manage other Employees including administrative, technical and/or professional Employees.

Task Level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational Knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, Independence and Problem Solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Typical Activities

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other Professional Employees combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or school.

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

Training Level or Qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
- extensive experience and management expertise, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

Level of Supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or Professional Employees.

Task Level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational Knowledge

The Employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, Independence and Problem Solving

Responsible for program development and implementation. Provide strategic support and advice (e.g., to schools or faculties) requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical Activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 9

Training Level or Qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience, or
- extensive management experience and proven management expertise, or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

Level of Supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other Employees including administrative, technical and/or Professional Employees.

Task Level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high-level creative, planning and management functions. Responsibility for significant resources.

Organisational Knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, Independence and Problem Solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical Activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

Training Level or Qualifications

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources;
- in addition to, in some areas, Postgraduate qualifications and extensive relevant experience.

Occupational Equivalent

Senior program, research or administrative manager.

Level of Supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or Employees (including administrative, technical and/or Professional Employees).

Task Level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational Knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgement, Independence and Problem Solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical Activities

Manage a large functional unit with a diverse or complex set of functions and significant resources.

Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant Employee and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE H – APPRENTICES, TRAINEESHIPS, JUNIOR, AND SUPPORTED WAGE EMPLOYEES (PROFESSIONAL EMPLOYEES)

1. Apprentice, Trainee and Junior Rates for Professional Employees

- 1.1 Apprentices/trainees will be paid according to Schedules E and F of the *Higher Education Industry—General Staff—Award 2020* as varied from time to time.
- 1.2 Junior Professional Employees will be paid a percentage of the minimum salary payable to an adult Professional Employee for the duties performed, as set out below:

Junior rates of pay	
20 years old	90%
19 years old	80%
18 years old	70%
17 years old and under	60%

2. Supported Wage System for Professional Employees

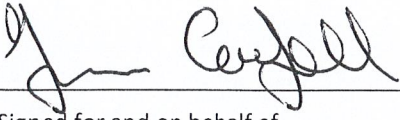
- 2.1 This clause will apply to Professional Employees who are unable to perform the range of duties to the competence level required within the class of work for which the Professional Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 2.2 This clause does not apply to any existing Professional Employee who has a claim against the University which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Professional Employees who are injured in the course of their employment.
- 2.3 Professional Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**Provided that the minimum amount payable will be not less than \$102.00 per week or as amended by the Fair Work Commission in its Annual Wage Review.*

- 2.4 Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

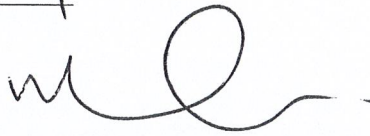
SIGNATORIES TO THE AGREEMENT



Signed for and on behalf of
The University of Notre Dame Australia
Professor Francis Campbell Vice Chancellor

Date: 25/03/2024

Signature of Witness



Witness name: ELENI MASTROCOSTAS

Witness address: LEVEL 5, 22 CITY ROAD
CHIPPENDALE NSW 2008

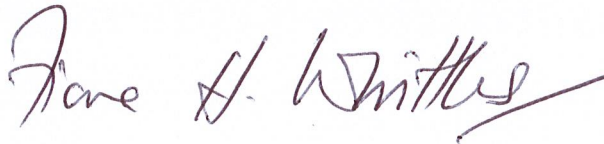
Authorised in accordance with Rule 21 of the registered Rules of the NTEU



Signature of NTEU WA Division Secretary
Dr Catherine Moore
National Tertiary Education Industry Union (NTEU)

Date: 25/03/2024

Signature of Witness



[ADDRESS]

Level 3, 27 Railway Road, Subiaco, WA 6008

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/945

Applicant: The University of Notre Dame Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paul Wilding, Acting Chief People Officer, have the authority given to me by The University of Notre Dame Australia to give the following undertakings with respect to *The University of Notre Dame Australia Enterprise Agreement 2022-2026* ("the Agreement"):

1. Clause 7.3(i) – Contract of Employment - Part-Time Employees

The University undertakes that it will insert and apply the following wording for part time employees to be read in conjunction with subclause 7.3(i) of the agreement:

including hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. These hours can be varied by agreement from time to time.

2. Clause 24.1.2 – Span of Hours

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it will pay the applicable award rate at minimum to these employees, including where they work until 7pm.

3. Clause 25.3 – TOIL

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it commits to both the provision and payment of TOIL at the relevant overtime rate/s in the award for employees at these classification levels.

4. Clause 25.7 – Overtime

The University undertakes that if it engages employees at Level 1 steps 1-3 on the Fremantle or Broome Campuses, it will pay the applicable award rate at minimum to these employees for any overtime worked in excess of 2 hours.

5. Schedule C – WA Rates of Pay (Full-Time Professional Employees)

The University undertakes that as a first step it will not employ Professional Employees on the Fremantle and Broome Campuses at Level 1, step 1 through to Level 1, step 3, and that if in the

unlikely event it does, it will pay the applicable Modern Award rate to employees at these classification levels.

6. Schedule H – Clause 1.1 – Apprentices and Trainees

The University confirms that it does not currently engage any apprentices or trainees and undertakes that if it does in future, it will pay the applicable award rate at minimum to these employees.

7. Schedule H – Clause 1.2 – Junior Employees

The University undertakes that, in the event that a junior rate falls below the award minimum, it will pay the Modern Award rate.

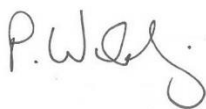
8. Casual minimum engagement

The University undertakes that it will apply the following casual minimum engagement provisions:

The minimum period of engagement for a Casual Professional Employee will be as follows:

- a) Employees who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement period of one (1) hour;
- b) Employees with a primary occupation with the University or another campus-based entity have a minimum period of engagement of one (1) hour; and
- c) all other Casual Employees must have a minimum period of engagement of three (3) hours.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature _____

Date 12 April 2024