



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Curtin University
(AG2023/3127)

CURTIN UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2022-2025

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 12 OCTOBER 2023

Application for approval of the Curtin University Enterprise Bargaining Agreement 2022-2025 – whether gender affirmation leave and support clause of enterprise agreement a discriminatory and unlawful term - enterprise agreement approved

[1] An application has been made for approval of an enterprise agreement to be known as the *Curtin University Enterprise Bargaining Agreement 2022-2025 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Curtin University (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 26 September 2023. 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 *Educational Services (Post-Secondary Education) Award 2020*, the *Higher Education Industry – General Staff – Award 2020*, and the *Higher Education Industry – Academic Staff – Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisations

[3] The following employee organisations (all of which were bargaining representatives for the Agreement), have given notice under s.183 of the Act that they want to be covered by the Agreement:

- a. National Tertiary Education Union (**NTEU**);
- b. United Workers' Union (**UWU**); and

c. Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU).

[4] In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

Amendments

[5] The Employer has sought that various corrections or amendments (pursuant to s.586 of the Act) be made to the Agreement to resolve typographical, language, grammatical, punctuation and formatting errors.¹ The making of these corrections is supported by the bargaining representatives. The Employer has lodged a corrected and clean version of the Agreement reflecting the corrections.² I am satisfied that these corrections should be made, and that it is appropriate to make such corrections. Specifically, I am satisfied that the corrections do not alter (in any way) the terms of the Agreement as approved by relevant employees. Pursuant to s.586 of the Act, I make the corrections requested.

Objection to Clause 43 (Gender Affirmation Leave and Support) of the Agreement

[6] An objection to the approval of the Agreement was raised by an employee to be covered by the Agreement (not a bargaining representative) on the basis that Clause 43 (Gender Affirmation Leave and Support) of the Agreement (**GALS clause**) is an “unlawful term”, because it is a “discriminatory term” (as defined by s.195 of the Act).³ I provided the Applicant and the bargaining representatives the opportunity to make written and oral submissions on the issue.

[7] Having considered the submissions made, I do not accept that the GALS clause is an unlawful term. In this regard:

- a) I take notice of the fact that transgender or transitioning persons confront different issues to other non-transgender or non-transitioning persons.
- b) I concur with the submissions of Ms *Maddern*, on behalf of the Employer, that bestowing additional benefits or entitlements to a selective cohort of persons who confront issues specific to their cohort is not discrimination. For example, the provision of maternity leave to mothers after the birth of their child.
- c) I equally concur with the submissions of Mr *Smith*, on behalf of the NTEU, that the concept of discrimination must be applied in its ‘legal’ sense, whereby discrimination occurs (in the legal sense) where persons in the same or similar circumstances are treated differently, or persons in different circumstances are treated the same (relying upon *Street v Queensland Bar Association* (1989) 168 CLR 461, per Gaudron J, at 570-572).

¹ Correspondence from Ms Lisa Forstner, on behalf of the Applicant, to the Chambers of Deputy President Boyce dated 21 September 2023, as per the Table at pages 4-5 of such correspondence. See also Email from Ms Lisa Forstner, on behalf of the Applicant, to the Chambers of Deputy President Boyce dated 21 September 2023 (3:41pm) attaching a copy of the Agreement with tracked changes.

² Email from Ms Lisa Forstner, on behalf of the Applicant, to the Chambers of Deputy President Boyce dated 26 September 2023 (6:05pm).

³ Also note ss. 186(1), 186(4) and 194(a) of the Act.

- d) In view of (a) to (c) above, I reject the contention that the GALS clause is a “discriminatory term” as defined by s.195(1) of the Act.⁴
- e) Even if, contrary to my finding that the GALS clause is not a discriminatory term, one assumes that the GALS clause is a “discriminatory term” (as defined by s.195(1) of the Act), it is without doubt a “special measure to achieve equality”, such that the Act deems the GALS clause to not be discriminatory (or unlawful) per s.195(2)(c) of the Act. In this regard, I make the following findings:
- i) transgender or transitioning issues concern matters or attributes such as sex, sexual orientation, gender identity and intersex status for the purposes of s.195(1) of the Act;
 - ii) I am not aware of any basis upon which the GALS clause would be unlawful under the *Equal Opportunity Act 1984 (WA)*, being the anti-discrimination law in force in Western Australia (i.e. the place where the GALS clause will operate) (s.195(2)(c) of the Act);
 - iii) the clear purpose of the GALS clause is to achieve substantive equality for employees or prospective employees who are transgender or transitioning (ss.195(4)(a) and 195(5) of the Act);
 - iv) a reasonable person would consider the GALS clause a necessary term to achieve substantive equality (both within and outside the workplace) for transgender or transitioning persons (s.195(4)(b) of the Act); and
 - v) there is no evidence before me to suggest that substantive equality for transgender or transitioning persons has already been achieved (s.195(6) of the Act).

[8] In view of the foregoing findings, I conclude that the GALS clause is not an “unlawful term” (as defined by s.194 of the Act), and its inclusion in the Agreement presents no barrier to the approval of the Agreement.

Conclusion

[9] 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.⁵

⁴ Note the obiter comments of the Full Bench of the Commission in the Full Bench in *The Hon. Christian Porter MP A-G v MFESB; United Firefighters’ Union of Australia* [2019] FWCFB 6255, at [67]- [73], as to s.195 of the Fair Work Act 2009 not extending to indirect discrimination.

⁵ 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*

[10] I am satisfied the more beneficial entitlements of the NES (Part 2-2 of the Act) will prevail where there is an inconsistency between the Agreement and the NES.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 October 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

Appearances:

Ms *Samantha Maddern*, Partner, Mills Oakley lawyers, appeared with permission on behalf of Curtin University (instructed by Ms *Lisa Forstner*, Senior Manager – Workplace Relations, Curtin University).

Mr *Campbell Smith*, Senior Industrial Officer, appeared on behalf of the National Tertiary Education Union.

Ms *Tasneem Dawood*, individual employee bargaining representative, appeared on her own behalf.

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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



Curtin University

People and Culture

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26 September 2023

Deputy President Boyce
Fair Work Commission
Level 11, Terrace Tower
80 William Street
East Sydney NSW 2011

Dear Deputy President Boyce

UNDERTAKINGS

AG2023/3127 - Application for approval of Curtin University Enterprise Bargaining Agreement 2022-2025

I, Karen Lamont, Director People and Culture, being duly authorized on behalf of Curtin University (**University**) hereby provide the following undertakings on behalf of the University in accordance with section 190 of the Fair Work Act 2009.

In relation to the *Curtin University Enterprise Bargaining Agreement 2022 – 2025 (Agreement)*, the University undertakes:

1. **Clause 71.2 Resignation by an Employee**

The University undertakes that, for the purposes of clause 71.2 of the Agreement:

- (a) If a Professional and General Employee fails to provide 4 weeks' notice of resignation, the University may withhold from monies due to the Employee on termination the equivalent of a maximum of one (1) week's salary;
- (b) If an Academic Employee fails to provide 13 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

provided such deduction is reasonable in the circumstances and such deduction will not be made from the Employee's entitlements (if any) arising under the NES.

2. **Clause 35.1 Recovery of Outstanding Debts**

The University undertakes that, for the purposes of clause 35.1(d) of the Agreement, any deduction will not be made from the Employee's entitlements (if any) arising under the NES.

Yours sincerely

Karen Lamont
Director, People and Culture



Curtin University

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.

CURTIN UNIVERSITY ENTERPRISE BARGAINING AGREEMENT

2022 - 2025

Make tomorrow better.

curtin.edu.au

RICKIESHA
DEEGAN

ACKNOWLEDGEMENT OF COUNTRY

We acknowledge Aboriginal and Torres Strait Islander Peoples of this Country and pay our respects to Elders past, present and future. We deeply respect their cultural, spiritual and educational practices and aspire to learn from their ways of working. We are honoured and grateful to have the privilege to maintain campuses on Nyungar and Wongatha Country.

ABOUT THE COVER ARTWORK

Titled “Your Journey” the cover artwork is by Rickiesha Deegan, a Kariyarra and Nyikina woman from the Pilbara, and former student and employee of Curtin University.

ABOUT THIS AGREEMENT

1. TITLE

This Agreement will be known as the Curtin University Enterprise Bargaining Agreement 2022-2025.

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3. DEFINITIONS

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

Academic Employee means an Employee employed by the University in a classification listed in Schedule 2 or 7 of the Agreement unless otherwise excluded from the Agreement.

Accrued Annual Leave means accumulated annual leave that has not been taken by an Employee.

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

Agreement means the Curtin University Enterprise Bargaining Agreement 2022 – 2025.

Break in Service means the commencement of an absence from work of more than 8 weeks unless applicable law requires the absence to count as Continuous Service.

Casual Employee is a casual employee as defined by the FW Act.

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

Continuous Service means any period during which an Employee is:

- (a) attending work; or
- (b) absent on approved paid leave;
- (c) absent on approved unpaid leave; or
- (d) absent from work for any other reason for 8 weeks or less.

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

Curtin's Code of Conduct means Curtin University's Code of Conduct and is a statement that provides clarity and guidance about ethical behaviour and how parties to the Code are expected to conduct themselves at all times.

Curtin English Teacher means an Employee working in Curtin English in accordance with Schedule 8.

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

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

Decision Period means the 2-week decision-making period commencing on the date the Employee's position is to be made Redundant, as stated in the notification provided in accordance with clause 67.9.

Employee means a person employed by the University who is covered by this Agreement.

Excess Accrued Annual Leave means annual leave accrued in excess of 225 hours (30 days) or pro rata equivalent for Part-time Employees.

Executive Manager means an Employee who reports directly to the Vice-Chancellor, or who holds a position deemed from time to time by the Executive Committee of University Council to be that of an Executive Manager.

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

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

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

A Fixed Term Employee has the meaning of an Employee on a Fixed Term Appointment.

Full Rate of Pay means the base salary paid to an Employee on a Continuing Appointment or a Fixed Term Appointment in accordance with clause 28, (**Salary and Increments**) and Schedule 1, Employee Salaries plus allowances payable under this Agreement, plus any personal loadings payable to the Employee. Full Rate of Pay does not include incentive based payments or bonuses, Overtime or penalty rates or any other separately identifiable amounts.

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

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

FWC means the Fair Work Commission.

Immediate Family means an Employee's immediate family, including:

- (a) a Spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a Spouse or de facto partner of the Employee; or
- (c) a person who, due to cultural or religious beliefs, is considered a member of the Employee's family.

Limited Service Period means a period of up to 8 business days over December/January each year when the University offers a limited amount of its services.

Line Manager means:

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

LWOP means Leave without Pay.

Misconduct includes but is not limited to:

- (a) negligence in the performance of an Employee's duties;
- (b) misbehaviour;

- (c) refusal to carry out a lawful and reasonable instruction;
- (d) a breach of the University's Code of Conduct, policies, regulations or procedures;
- (e) a breach of the Research Code.

National Employment Standards (NES) means the minimum standards that apply to the employment of national system employees, in accordance with the FW Act.

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

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

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

Night Shift means a shift, Monday to Friday, commencing at or after 6:00 pm and extending beyond Normal Operating Hours.

Nominated Representative (including a Union Representative) means:

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

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

Normal Operating Hours means 6.30 am to 9.00 pm Monday to Friday, in the case of Professional and General Employees only, excluding Employees covered by clause 17.

On-Call means the directed requirement for an Employee to be immediately contactable by phone and ready to assume their normal duties outside of their ordinary hours of work.

Ordinary Hourly Rate is determined by using an Employee's annual salary as per Schedule 1 Table 3 or Table 4, divided by (26.0833 x 75). For the avoidance of doubt the Ordinary Hourly Rate does not include allowances or any other separately identified payment under this Agreement.

Ordinary Hours of Work in the case of Professional and General Employees only, are defined in clause 22.

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

- (a) outside the Normal Operating Hours; or

- (b) outside the Full-time Ordinary Hours of Work being 7.5 hours a day or 37.5 hours per week; or
- (c) in the case of Part-time Employees, in excess of 37.5 hours per week.

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

Policies and Procedures (including Policies) means the University policies and procedures approved by the University, including Council, as amended or introduced from time to time.

Pre-retirement Contract means a contract of employment whereby an Employee terminates their existing Continuing Appointment contract and accepts a new Fixed Term Appointment contract, whereby:

- (a) transitional retirement arrangements as selected by the Employee from the options provided by clause 74.4 are incorporated;
- (b) the right to redundancy payment is relinquished; and
- (c) all other conditions of employment remain the same.

Probationary Period means the prescribed period pursuant to clause 10.2 (**Probationary Period**) during which an Employee's suitability for a position is assessed.

Professional and General Employee means an Employee employed by the University in a classification listed in Schedule 6 of the Agreement unless otherwise excluded from the Agreement.

Redundant means where, having complied with clause 66 (**Change and Consultation**), the University no longer requires the position to be performed by anyone because of changes in the operational requirements of the University.

Return to Duty means where an Employee returns to their normal duties at their usual place of work, or alternative place of work as directed.

Research Code means the Australian Code for the Responsible Conduct of Research (2018) as amended or replaced including any accompanying guidelines.

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

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

Shiftworker means an Employee who is regularly required to work rostered hours of duty at least in part outside the Normal Operating Hours, including at least 10 Sundays or Public Holidays, or a combination of both, in a calendar year.

Spouse means the spouse or de facto partner of an Employee, regardless of gender.

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

- (a) is a Continuing Appointment;
- (b) has hours of work commensurate with the hours worked by the Employee, unless otherwise agreed to by the Employee;

- (c) is within reasonable distance from the Employee's existing work location, unless otherwise agreed to by the Employee;
- (d) is commensurate with the Employee's skills and competencies;
- (e) in the case of an Academic Employee, is commensurate with career aspirations;
- (f) in the case of a Professional and General Employee, has a salary not less than that of the Professional and General Employee's position, or for which salary maintenance is provided for 12 months; and
- (g) in the case of employment of an Academic Employee, has salary not less than that of the Academic Employee's position.

State means Western Australia (WA).

TOIL means time off in lieu of payment for Overtime.

Unions means the registered organisations of Employees, listed at clause 0 to 0 and includes reference to either one or more of the registered organisations.

University means Curtin University.

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

Working Hours Framework for the purposes of clause 26 means the total work pattern required to meet the University's operational security requirements. A Roster is a subset of the Working Hours Framework.

4. COVERAGE OF THIS AGREEMENT

4.1 This Agreement covers and applies to:

- (a) the University;
- (b) all employees of the University except for employees referred to in clause 4.2 or employees otherwise excluded by this Agreement; and
- (c) subject to compliance with section 183 of the FW Act:
 - (i) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union (AMWU);
 - (ii) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU);
 - (iii) Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU);
 - (iv) Community and Public Sector Union (CPSU);
 - (v) National Tertiary Education Union (NTEU); and
 - (vi) United Workers Union (UWU).

4.2 This Agreement does not cover or apply to persons employed:

- (a) as the Vice-Chancellor, Provost, Deputy Vice-Chancellor or Pro-Vice-Chancellor;
- (b) in positions classified as Mercer Level 1,2,3,4 or 5;
- (c) who are not residents of Australia for tax purposes and whose primary place of work, is outside of Australia;
- (d) in the area of Curtin Stadium (or any other legal or trading name subsequently adopted);
- (e) at the Curtin University Early Childhood Centre (or any other legal or trading name subsequently adopted); or

- (f) in any other business deriving revenue and providing services not directly related to teaching and/or research activities.

5. DATE AND PERIOD OF OPERATION AND INTERACTION WITH THE NES

- 5.1 This Agreement will operate from 7 days after approval by the FWC and has a nominal expiry date of 30 June 2025. Upon the nominal expiry date, this Agreement will continue, unless terminated or until it is replaced by a new Agreement.
- 5.2 This Agreement replaces the Curtin University Academic, Professional and General Staff Agreement 2017 – 2021 and all awards and agreements that would otherwise be applicable to Employees covered by this Agreement.
- 5.3 This Agreement operates subject to the provisions of the NES. Where a term of this Agreement provides an entitlement that is dealt with by the NES, the Agreement entitlement is inclusive of the NES entitlement. The Agreement may confer additional benefits to any NES entitlement but, where the NES entitlement is more favourable to Employees, it will prevail over the Agreement entitlement. To avoid doubt, this sub-clause is intended to operate only as a statement of the law.

6. RENEGOTIATION OF THIS AGREEMENT

Negotiations for an agreement to replace this Agreement will commence on or before the nominal expiry date.

7. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 The Implementation and Monitoring Consultative Committee (IMCC) will continue to be maintained for the purposes of:
 - (a) facilitating the implementation and monitoring of this Agreement and making any relevant submissions;
 - (b) providing a forum for open communication and consultation on:
 - (i) conditions of employment, including management of change and consultation; and
 - (ii) workplace issues arising from this Agreement from time to time; and
 - (iii) policy changes affecting conditions of employment.
- 7.2 The IMCC will comprise:
 - (a) up to 4 management representatives nominated by the Vice-Chancellor; and
 - (b) up to 4 Union representatives nominated by the Unions.
- 7.3 The IMCC will meet from time to time, and at least quarterly, and appoint a Chairperson from amongst the membership of the IMCC.
- 7.4 The University will consult with Employees and the IMCC in:
 - (a) the development of recruitment, selection and appointment policy and appeal processes;
 - (b) changes to the academic calendar; and
 - (c) systemic changes for allocating Academic Employee workload at a university level.
- 7.5 The University will consult with the IMCC on:
 - (a) matters concerning workloads for Professional and General Employees;

- (b) strategies and actions towards achieving the Aboriginal and Torres Strait Islander employment parity (the parties will ensure appropriate representation of Aboriginal and Torres Strait Islander Employees when these matters are discussed); and
 - (c) any proposal to select a new external independent professional and general employee classification assessor.
- 7.6 The IMCC may consider and comment to the University on the conditions of any Voluntary Retirement scheme.

TALENT ACQUISITION

8. RECRUITMENT, SELECTION AND APPOINTMENT

8.1 All advertised positions will be advertised internally.

8.2 Appeal for Review of Selection Decisions

- (a) An Employee, who is unsuccessful in their application for appointment to a position of more than 12 months duration, is entitled to lodge an appeal with the Head of People and Culture.
- (b) The Head of People and Culture will provide a decision in writing to the appellant within 10 working days of lodgement of the appeal.

9. POSITION CLASSIFICATION

The provisions of this clause apply only to Professional and General Employees.

9.1 The University will classify all Professional and General Employee positions according to the work value descriptors specified in Schedule 6 (**Classification Standards (Professional and General Employees)**).

9.2 The University will evaluate the classification of a position:

- (a) upon the creation of a new position; or
- (b) where major changes are made to an existing position description; or
- (c) upon request for reclassification under clause 9.5.

9.3 The Head of People and Culture may review and rescind position changes that are not in line with organisational establishment and planning.

9.4 Joint Level Classifications

- (a) A position may be classified as a joint level classification.
- (b) A joint level classified position is a position where the work is able to be undertaken at either the training level or qualifications of one HEW level work value descriptor or at the training level and qualifications at the next highest HEW level work value descriptor.
- (c) Where an Employee occupies a joint level classified position they will be deemed to hold a position classified at the HEW level corresponding to the step at which they are remunerated within that jointly classified position.
- (d) Levels 1 and 2 are a joint level classification.
- (e) An Employee who occupies a Level 3 position, and whose performance is assessed to be satisfactory, may progress through each increment to the highest step of Level 4 if:
 - (i) level 4 competencies are stated in a current work plan, developed in accordance with clause 58 (**Performance and Career Planning**);
 - (ii) the Employee has attained the specified competencies; and
 - (iii) the Level 4 duties are required to be done.

9.5 Position Reclassification

- (a) An application for position reclassification may be made to the Head of People and Culture or nominee by:
 - (i) the Line Manager; or

- (ii) the Employee who occupies the position with or without recommendation or support by their Line Manager.
- (b) The Line Manager will be involved in the review process.
- (c) An Employee may apply for reclassification of a position no more than once every 24 months, unless otherwise authorised by the Head of People and Culture or nominee.
- (d) The reclassification process will deal with the assessment of the position and not:
 - (i) the Employee's performance in the position;
 - (ii) the length of service of the Employee who occupies the position;
 - (iii) any qualification, skills and experience the Employee who occupies the position may have;
 - (iv) budgetary considerations and funding sources;
 - (v) one-off short-term projects or duties performed in addition to the Employee's substantive position description; and
 - (vi) increase(s) in the work volume.
- (e) The measurement of work value of positions will be consistent with the work value descriptors.
- (f) Reclassification requests will be administered in accordance with the relevant University policy, as amended from time to time.
- (g) The University will employ methods to ensure equity, consistency, internal relativity and currency in the measurement of work value of positions consistent with the work value descriptors.

9.6 **Position Reclassification Timeframes**

- (a) Fair and reasonable timeframes will be adhered to throughout the reclassification process.
- (b) The applicant will be provided with an outcome within 3 months of submission. An extension of up to 3 months may be agreed to by the University and the applicant.
- (c) Any determination under clause 9.6(b) will be effective from the pay period following the date of receipt of the reclassification application.

9.7 **Review of Reclassification**

- (a) An applicant may request a review of the reclassification result by the external assessor within 4 weeks of receipt of the reclassification outcome.
- (b) A copy of the external assessment report will be provided to the applicant.

9.8 **Reclassification Appeal**

- (a) If the applicant is not satisfied with the review determination(s) under this clause, they may lodge a dispute application with the FWC within 21 days of the date of notification of the University's determination.
- (b) A dispute notified with the FWC in accordance with this clause is deemed to have complied with the Dispute Resolution Procedure described in clause 65 (**Dispute Resolution Procedure**) for the purpose of enlivening the jurisdiction of the FWC.

10. **CONTRACT OF EMPLOYMENT**

10.1 Modes of Employment

- (a) An Employee will be appointed to a position as follows:
- (i) Continuing Appointment;
 - (ii) Fixed Term Appointment;
 - (iii) Curtin Research Contract; or
 - (iv) Casual Employee.
- (b) An Employee, other than a Casual Employee, will be appointed either Full-time or Part-time.
- (c) A Part-time Employee will be engaged for hours less than Full-time and will receive entitlements proportionate to hours worked.
- (d) The University will make a written offer of employment to Employees, (other than Casual Employees who will be provided their terms of appointment in accordance with clause 13 (**Casual Employment**)), which specifies details about the position and conditions of employment including, where applicable:
- (i) the type of employment;
 - (ii) classification level and step;
 - (iii) the duties to be performed;
 - (iv) the position's Line Manager;
 - (v) pay rates;
 - (vi) hours or fraction of FTE hours to be worked;
 - (vii) length and terms of any Probationary Period; and
 - (viii) relevant industrial agreements.
- (e) A written offer of Fixed Term Appointment to an Employee will also specify the circumstances, as per clause 12.2 (**Application of Fixed Term Appointment**), under which the Fixed Term Appointment offer is being made.
- (f) An Employee will be required to sign the written offer of appointment in acceptance of the conditions of employment.
- (g) An Employee's position with corresponding line management reporting details will be published via the staff portal on the University's website.

10.2 Probationary Period

- (a) Continuing Employees, Fixed Term Employees and Employees employed on a Curtin Research Contract will be subject to a Probationary Period as set out in Table 1:

Table 1		
Continuing and Curtin Research Contract		
Employee	Probationary Period	Extended Probationary Period
Academic Employees (Levels A – E)	3 years' service	Nil
Curtin English Teacher Employees	6 months	3 months

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

- (b) The University will advise an Employee in writing of a decision to confirm, extend or terminate the appointment on or before the conclusion of the Probationary Period, such advice to be provided not less than 10 working days prior to the conclusion of the Probationary Period.
- (c) If the Probationary Period is extended, the Employee will be provided written notice of the reason for the extension, including any adverse material relied upon, not less than 10 working days prior to the conclusion of the initial Probationary Period.
- (d) Prior to any decision to terminate employment during the Probationary Period:
 - (i) an Employee will be advised of any adverse material that could influence the University's decision to terminate the employment; and
 - (ii) the University will give the Employee the opportunity to respond within 10 working days of receipt of the advice.
- (e) Any decision to extend the Probationary Period or terminate the Employee's contract of employment must be agreed to by the Head of People and Culture or nominee.
- (f) If the Employee's employment is terminated during the Probationary Period, the University will give:
 - (i) an Employee with less than 6 months service not less than 1 week's written notice or payment in lieu of notice; or
 - (ii) an Employee with 6 months or more service not less than 4 weeks' written notice or payment in lieu of notice.

11. CONTINUING EMPLOYMENT

- 11.1 Continuing Appointments may only be terminated by the University in accordance with clause 72 (**Termination by the University**).
- 11.2 If a Continuing Employee is appointed to a Fixed Term Appointment, upon expiry of the Fixed Term Appointment, the Employee will revert to their Continuing Appointment, unless other arrangements are agreed between the University and the Employee.

12. FIXED TERM EMPLOYMENT

12.1 Fixed Term Employment Conditions

- (a) Annual leave entitlements accrued during a Fixed Term Appointment will be taken prior to, or paid out on, expiry of the Fixed Term Appointment, unless the Employee is subsequently appointed to a further Fixed Term Appointment or Continuing Appointment and it is agreed by the Employee that these entitlements need not be taken or paid out.
- (b) If an Employee is appointed on a Fixed Term Appointment, and is subsequently appointed on a Continuing Appointment or a further Fixed Term Appointment, and the period between appointments is 8 weeks or less, the period of the former Fixed Term Appointment will be recognised as service for the purposes of this Agreement.
- (c) An Employee on a Fixed Term Appointment who has had no Break in Service will be entitled to incremental advancement in the same way as an Employee on a Continuing Appointment.
- (d) If an Employee on a Fixed Term Appointment undertakes the duties of another position for a limited term that expires prior to the conclusion of the former Fixed Term Appointment, they will revert to the former Fixed Term Appointment at the conclusion of the latter, unless other arrangements are agreed between the University and the Employee.
- (e) Where the University has made a decision to continue a fixed term position, the incumbent will be offered further employment in that position provided that:
- (i) the incumbent was employed through a competitive merit based selection process in accordance with University policy;
 - (ii) the incumbent has demonstrated satisfactory performance; and
 - (iii) the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required.
- (f) Fixed term Employees will be entitled to severance as prescribed in clause 12.4 (**Severance for Fixed Term Employees**), but will not be entitled to redundancy as prescribed in clause 67 (**Redeployment and Redundancy**).

12.2 Application of Fixed Term Employment

The use of Fixed Term Appointments will be limited to the employment of Employees on work activities in one or more of the following circumstances:

(a) **Specific Task or Project**

Specific Task or Project:

- (i) A definable work activity which has a starting date and which is expected to be completed within an anticipated timeframe.

- (ii) Without limiting the generality of that circumstance, a Specific Task or Project also includes a period of employment provided for from identifiable External Funding.
- (b) **Research**
A work activity by a person appointed on research-only functions for a contract period not exceeding 6 years, or 5 years after 6 December 2023.
- (c) **Filling a Position on a Temporary Basis**
An Employee is undertaking work activity of another Employee or position for a definable period, in circumstances where the Employee:
 - (i) is replacing another Employee for a temporary period;
 - (ii) is performing work in a vacant position for which the University has commenced recruitment action but not yet filled; or
 - (iii) is performing work in a position because the normal occupant of that position is temporarily performing higher duties.
- (d) **(Recent Professional Practice Required)**
A work activity where the University curriculum requires that work be undertaken by a person who has recent specific relevant professional or commercial experience in the previous 4 years. Such a person may be engaged for a fixed period not exceeding 4 years, or 2 years after 6 December 2023.
- (e) **Pre-retirement Contract**
A work activity where an Employee enters into a pre-retirement arrangement with the University on a Fixed Term Appointment contract expiring on or around the relevant retirement date, which may be no longer than 5 years from the commencement of the pre-retirement arrangement.
- (f) **Organisational Change**
A work activity for an initial single period of up to 2 years, undertaken when a new organisational structure is being contemplated within the next 12 months or being implemented, in accordance with clause 66 (**Change and Consultation**). The University may offer a further Fixed Term Appointment of a maximum of 12 months subsequent to the initial contract.
- (g) **Appointment as a Head of School**
A work activity where a person is appointed as a Head of School for a period not exceeding 5 years.
- (h) **Appointments in Curtin FM 100.1**
A work activity where an Employee is appointed within Curtin FM 100.1 in accordance with clause 17.1(**Employment at Curtin FM 100.1**).
- (i) **Substantial decrease in enrolments**
Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments that is likely to require a reduction in future employee numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, Fixed Term Appointments may be used for up to 3 years.
- (j) **Fixed Term Employment Schemes**

The University may offer employment on one of the following fixed term employment schemes:

- (i) **Career Development Scheme** is a scheme to provide career development opportunities for university students or graduates. The appointee will be employed on a limited term basis between 6 and 12 months, as a Professional and General Employee between Levels 3 – 5, depending on the nature of the work being undertaken and qualifications held.
- (ii) **Apprenticeship or Traineeship** is a scheme where an apprentice or trainee is to be employed pursuant to an apprenticeship or traineeship approved by the relevant Commonwealth or State training authority.

12.3 Notice for Fixed Term Appointments

- (a) The University will provide an Employee on a Fixed Term Appointment with 4 weeks written notice of its intention to offer or not offer further employment with the University at the expiry of the Fixed Term Appointment.
- (b) In addition to the notice prescribed in clause 12.3(a), an Employee on a Fixed Term Appointment, over the age of 45 years at the time of the University giving notice and who has more than 2 years' Continuous Service, will be given an additional 1 week's notice.
- (c) If, due to circumstances beyond the University's control, the University is not able to provide the notice required under clause 12.3(a), the University will:
 - (i) provide the Employee on the Fixed Term Appointment written advice of those circumstances no later than the latest time at which the notice would otherwise be required to be given; and
 - (ii) give notice to the Employee on the Fixed Term Appointment at the earliest practicable date thereafter.

12.4 Severance for Fixed Term Employees

- (a) The severance arrangements of this clause will apply to Employees on Fixed Term Appointments except for those appointed under a Fixed Term Appointment where the employment rationale is:
 - (i) a Pre-retirement Contract; or
 - (ii) a Fixed Term Employment Scheme.
- (b) Fixed Term Employees whose employment is terminated in accordance with clause 10.2 (**Probationary Period**), clause 70 (**Misconduct Management**), or clause 69 (**Performance Alignment**), will not be entitled to severance pay.
- (c) **(Initial Fixed Term Contract)**
 - (i) An Employee on a Fixed Term Appointment for a Specific Task or Project or for research-only functions, will be entitled to severance pay where the University continues to require the same, or substantially similar, duties to be performed, but another person has been, or is to be, appointed.
 - (ii) An Employee on an initial Fixed Term Appointment for 2 years or more will be entitled to severance pay at the conclusion of the initial appointment, except where External Funding has primarily been used to fund the position.
- (d) **Second or Subsequent Fixed Term Contract**

An Employee on a second or any subsequent Fixed Term Appointment will be entitled to severance pay, where there is no Break in Service and the contract is expiring.

(e) **Severance Payments**

- (i) Employees who are eligible for a severance payment will be paid in accordance with Table 2:

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

- (ii) A severance payment will be made no earlier than 4 weeks after the date of severance, unless an earlier date is approved by the Head of People and Culture or nominee
- (iii) An Employee will be ineligible for a severance payment if they refuse an offer of a further suitable employment with the University (excluding Casual Employment).

12.5 Conversion of Fixed Term Appointment to Continuing Appointment

- (a) This clause will not apply to an Employee appointed in accordance with:
- (i) clause 14 (**Curtin Research Contracts**); or
 - (ii) clause 15 (**Aboriginal and Torres Strait Islander Employment**).
- (b) Where an Employee has been engaged on 2 or more consecutive Fixed Term Appointments and those Appointments were in the same Faculty or area for a combined period of at least 2 years, the Employee is eligible to apply for Continuing Appointment status.
- (c) Where an Employee is eligible to apply for a Continuing Appointment, the University will offer the Employee a Continuing Appointment, provided that:
- (i) they are undertaking work of a continuing nature;
 - (ii) they were appointed through a merit selection process for at least one of the Fixed Term Appointments; and

- (iii) they are meeting and maintaining University work performance expectations and have demonstrated the capacity to meet the performance expectations required in the continuing role.
- (d) The University may refuse to appoint an Employee to a Continuing Appointment in accordance with clause 12.5(c) on reasonable grounds. Where the University does so refuse the reason(s) for the refusal will be provided to the Employee in writing.

13. CASUAL EMPLOYMENT

13.1 A Casual Employee will be paid for work performed in accordance with the work allocated by their Line Manager.

13.2 A Casual Employee will be engaged and paid for a minimum period of engagement as follows:

- (a) a minimum of one hour for a Casual Professional and General Employee who is a student and where the work is required by the University to be performed on campus or at another site on behalf of the University, on Monday to Friday during the teaching weeks of the University, other than University-observed public holidays;
- (b) a minimum of one hour where the work is required by the University to be performed on campus or at another site on behalf of the University for a Casual Professional and General Employee who has a primary occupation elsewhere or with the University;
- (c) a minimum of three hours where the work is required by the University to be performed on campus or at another site on behalf of the University for all Casual Professional and General Employees who are not otherwise covered by clauses 13.2(a) or 13.2(b) above;
- (d) a minimum of two hours on each occasion where a Casual Academic Employee is required by the University to attend for work on campus or at another site on behalf of the University, which includes any incorporated time and payment for preparation or associated working time provided for in Schedule 2;
- (e) a minimum of two hours for each engagement for a Casual English Teacher Employee in Curtin English and paid in accordance with Schedule 8.

13.3 The minimum rate to be paid to a Casual Employee is set out in Table 3.

Table 3	
Casual Professional & General Employees	Casual Academic Employees
Casual Professional & General Employees will be paid the Ordinary Hourly Rate plus a 25% casual loading in lieu of any other entitlements unless otherwise stated in this Agreement.	Casual Academic Employees will be paid the applicable rate in accordance with the classification in Schedule 2. The minimum rate incorporates a 25% casual loading, in lieu of any other entitlements unless otherwise stated in this Agreement.

13.4 Casual Employees will be paid for work they undertake in one pay cycle in the following pay cycle, provided they provide their Line Manager relevant timesheets within the timeframe required by pay processing deadlines, and other payment forms as soon as

possible after the work is completed. Line Managers are expected to approve these requests in a timely manner and with consideration to pay cycle approval deadlines.

- 13.5 The University will have systems in place which ensure that Casual Employees are being paid for all approved time worked.
- 13.6 A Casual Academic Employee will receive payment for any and all authorised assessment or marking work undertaken in accordance with explanatory notes A, B, C, D, E and F of Schedule 2.
- 13.7 Upon engagement, the University will provide the Casual Employee a document setting out the terms of their employment which will include, but are not limited to, their pay level and duties and access to this Agreement.
- 13.8 An offer of employment as a Casual Employee provides no firm advance commitment to continuing and indefinite work.
- 13.9 The contract of employment of a Casual Employee may be terminated by either party giving 1 hour's notice to the other party.
- 13.10 The University will continue to offer development opportunities to Casual Employees.
- 13.11 A Casual Employee who is employed by the University at the time of advertisement of a vacant position at the University is eligible to apply for the position.
- 13.12 The University will endeavour to provide on campus facilities for use by Casual Academic Employees to enable them to perform University work. Such facilities may be provided on a shared basis and will include a workstation, telephone, and access to internet and email.
- 13.13 In the case of Casual Academic Employees, where practicable, the University agrees that it will not use employment of Casual Academic Employees in circumstances which require significant numbers of hours per week for the conduct of long term, regular and systematic work.
- 13.14 Casual Employees may be eligible for conversion in accordance with the NES.

13.15 Academic Casual Conversion Program

- (a) The University will create a program to transition work undertaken by Casual Academic Employees to ongoing Academic Employees (Program). The aim of the Program is that Academic Employees appointed through the Program will primarily perform teaching work that was previously performed by Casual Employees.
- (b) Over the term of the Agreement the University will offer at least 70 FTE ongoing academic positions to primarily perform teaching work previously performed by casual academic staff over the following time frame:
 - (i) In 2023, 15 FTE positions;
 - (ii) In 2024, 25 FTE positions; and
 - (iii) In 2025, 30 FTE.
- (c) The objective of the Program will be to reduce the use of casual academic employment by a minimum of 14% over the term of the Agreement, measured from the date of FWC approval of the Agreement (assuming all offers are accepted).
- (d) Any academic casual conversions effected in accordance with the NES will count towards the targets set out in clause 13.15(b) and 13.15(c).
- (e) Appointment to positions under the Program will be on merit. Applicants must:

- (i) have been awarded or have submitted a PhD (other than in circumstances where a PhD is not normally required for appointment); and
 - (ii) have casual experience totalling at least 2 teaching terms in an Australian higher education institution in the previous two years.
- (f) All roles created through the Program will be advertised in the first instance to all casual academic employees employed in the preceding 24 months via Curtin's external and internal job boards.
- (g) Only where no casual academic employees employed in the preceding 24 months is appointable, may the University advertise roles, created through the Program, without restriction.
- (h) Academic appointments under the Program:
- (i) will be to an ongoing position;
 - (ii) may be made at a fraction less than 1.0 FTE where the successful applicant makes such a request, in which case they will be appointed at no less than 0.5 FTE;
 - (iii) will be at a minimum of Level A Step 6 of Schedule 1 of the Agreement; and
 - (iv) will normally be to a Teaching Academic (TA) appointment. However an applicant for a position under the Program may be considered for a Teaching and Research (T & R) role where there is a need for such a role and the applicant is appropriately qualified.
- (i) Academic positions appointed through the Program will have a workload allocated in accordance with clause 19.1 (**Academic Workloads**). During the three-year probation period, Employees will receive adequate time and mentoring support to develop a research plan and profile and these measures will be formally discussed and recorded as part of the annual career conversation.

14. CURTIN RESEARCH CONTRACTS

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

14.1 Appointment

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

14.2 Termination and Severance

- (a) The following provisions do not apply to an Employee appointed on a Curtin Research Contract:
- (i) clause 12.4 (**Severance for Fixed Term Employees**);
 - (ii) clause 12.5 (**Conversion of Fixed Term Appointment to Continuing Appointment**);
 - (iii) clause 66 (**Change and Consultation**);
 - (iv) clause 67 (**Redeployment and Redundancy**).
- (b) A Curtin Research Contract appointment (and the Employee's employment) may be terminated by the University:
- (i) if the funding that supports the position ceases or is insufficient;

- (ii) if the work ceases;
 - (iii) if the inherent nature of the work required has changed significantly and the skills and experience of the Employee will not enable them to complete the requirements of the position;
 - (iv) upon the occurrence of the circumstance(s) or contingency(ies) specified in the contract of employment; or
 - (v) where the termination is in accordance with clause 10.2 (**Probationary Period**), clause 69 (**Performance Alignment**), or clause 70 (**Misconduct Management**).
- (c) The University will provide an Employee appointed on a Curtin Research Contract with 4 weeks' written notice of termination of employment, or payment in lieu of notice. The written notice will specify the reason(s) for the termination. If termination is in accordance with clause 10.2 (**Probationary Period**) or clause 70 (**Misconduct Management**), then the lesser notice period in the applicable clause will apply.
- (d) Subject to clause 14.2(c) above, an Employee appointed on a Curtin Research Contract, who is over the age of 45 years at the time of the University giving notice and who has not less than 2 years' Continuous Service, will be given an additional 1 week notice.
- (e) The University will pay severance, in accordance with Table 4, to an Employee appointed on a Curtin Research Contract whose employment has been terminated other than in accordance with clause 10.2 (**Probationary Period**), clause 69 (**Performance Alignment**), or clause 70 (**Misconduct Management**).

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

14.3 Conversion to Continuing Appointment

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

- (a) was appointed through a merit selection process;
- (b) in the case of an Academic Employee, has a PhD or equivalent higher degree qualification (if the appointment is at Level B and above);

- (c) is able to demonstrate satisfactory performance in the position;
- (d) is not the subject of a disciplinary process; and
- (e) is undertaking work of a continuing nature.

15. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 15.1 The University is committed to actively partnering with Aboriginal and Torres Strait Islander Peoples and raising their voices and perspectives using a strong relational process of reconciliation.
- 15.2 The University aims to foster strong partnerships with Aboriginal and Torres Strait Islander Employees, to embed new ways of working together, and approaches to decision-making to ensure Aboriginal and Torres Strait Islander staff thrive. The University will ensure cultural accountability for employment outcomes through the appropriate governance structure as determined by the Vice-Chancellor in collaboration with Aboriginal and Torres Strait Islander Employees.
- 15.3 The University continues to work towards creating a culturally safe environment and will develop and implement effective Aboriginal and Torres Strait Islander employment strategies, to increase the employment of Aboriginal and Torres Strait Islander Peoples throughout the University.
- 15.4 Within the first six months of the operation of this Agreement, the University in collaboration with Aboriginal and Torres Strait Islander Employees and community will establish the governance structure determined in clause 15.2.
- 15.5 The development of the governance structure will be adequately funded and resourced for implementing and monitoring strategies to meet the employment targets prescribed in clause 15.6.
- 15.6 At the commencement of this Agreement the employment strategies will include an objective to achieve Aboriginal and Torres Strait Islander employment of at least 3.3% of the overall Full Time Equivalent (FTE), that is to 107 FTE by 30 June 2025 as set out below;
- (a) 30 December 2023 – 65 FTE
 - (b) 30 December 2024 – 80 FTE
 - (c) 30 June 2025 – 107 FTE.
- 15.7 Should it become apparent at any stage that an employment target set out in clause 15.6 above may not be met, the parties to this Agreement will confer at a meeting of the IMCC to be held within one (1) month or as soon as possible after a request is made to the Chair, with a view to determining what factors may be adversely affecting the achievement of the target and what measures can be taken to ensure the target is met. The full implementation of the measures so agreed upon shall be taken as compliance with clause 15.6.
- 15.8 Increasing and enhancing employment opportunities for Aboriginal and Torres Strait Islander Peoples**
- (a) The University aims to re-position its profile with the Aboriginal and Torres Strait Islander community to present it as an employer of choice for these critical stakeholders. The University will strive to provide Aboriginal and Torres Strait Islander staff with an environment that supports and nurtures their careers.
 - (b) Aboriginal and Torres Strait Islander students, who are accepted into or enrolled in Curtin Research Higher Degree Programs, will be offered, whilst studying, employment with the University under the following conditions:

- (i) fixed-term employment as an academic in their relevant discipline. The level of the appointment will normally be as a Level A Academic but appointment at a higher level may be offered by the University commensurate with experience and credentials;
- (ii) consideration of the enrolment status (full time or part time) of the student will inform the FTE of the offered employment;
- (iii) the appointment will be either teaching and research or research focused. The student (employee) may indicate a preference but the decision will be made based on available work and be commensurate with the student's experience and credentials. A student (employee) may request, and the University will not unreasonably refuse, a variation of their Academic Profile during their employment;
- (iv) the workload allocation for the student (employee) will align to clause 19 provided that adequate and appropriate workload is allocated towards supporting completion of the Higher Degree Program; and
- (v) following satisfactory progress or successful completion of the research higher degree during the fixed-term appointment and subject to satisfactory performance, the student (employee) will be offered Full-time continuing employment as an academic. The University may, at its discretion, offer the staff member continuing employment at any time while they are a student.

15.9 Aboriginal and Torres Strait Islander Identified Roles

- (a) Where the University recognises that:
 - (i) Aboriginality is a genuine occupational requirement of the role; and
 - (ii) cultural knowledge, skills, experiences and Indigenous ways of being and doing is essential to the role; and

then only peoples from an Aboriginal and Torres Strait Islander background will be eligible to be considered for appointment to the role.
- (b) If there is no suitable candidate for an Aboriginal and Torres Strait Islander Identified Role, the role may be filled in the following ways:
 - (i) a Fixed Term Appointment to a candidate of non-Aboriginal and Torres Strait Islander background; or
 - (ii) a limited term secondment of a suitable candidate of non-Aboriginal and Torres Strait Islander background holding a Continuing Appointment elsewhere in the University.
- (c) In the case of clause 15.9(b) the University will preserve the Employee's Continuing employment status.
- (d) The University recognises that Aboriginal and Torres Strait Islander Employees bring specific knowledge and expertise to the University which is often drawn on by the University community and may result in additional workload. The University values the knowledge and scholarship that Aboriginal and Torres Strait Islander Employees bring to the University and will recognise agreed additional contributions made by Aboriginal and Torres Strait Islander Employees to the advancement of Aboriginal knowledge and scholarship and will form part of each Employee's workload.
- (e) The University will support all Aboriginal and Torres Strait Islander Employees to fulfil cultural responsibilities, in accordance with the leave provisions in clause 38

(Personal and Carer's Leave) and clause 39 **(Aboriginal and Torres Strait Islander Leave)**.

16. EMPLOYMENT AS CURTIN ENGLISH TEACHERS

Employment conditions for English Teacher Employees employed within Curtin English are as prescribed in Schedule 8 **(Employment in Curtin English)**.

17. OTHER PROFESSIONAL AND GENERAL EMPLOYMENT

The provisions of this clause apply only to Casual Professional and General Employees employed in Curtin FM 100.1, Abacus Labs and University Library, and in Housing Services.

17.1 Employment at Curtin FM 100.1

The provisions of this clause apply only to Casual Employees appointed at Curtin FM 100.1.

(a) Hours of Work and Overtime

- (i) The Full-time ordinary hours of work will be 37.5 hours per week.
- (ii) The ordinary hours of work may be worked over a 7 days per week, 24 hours per day span of hours as suited to operational requirements.
- (iii) An Employee is entitled to Overtime and shift allowances, as applicable, only if they are required by the University to work, and have worked, more than 37.5 hours per week.
- (iv) If an Employee is directed to and performs work outside of the applicable spread of ordinary hours set out in the Higher Education Industry – General Staff – Award 2020 (General Staff Award), the Employee will be paid an allowance so that the overall payment to the Employee is no less than the amount the Employee would have received under the General Staff Award for the shift worked.

(b) Salaries, Allowances and Sales Commissions

An Employee will be paid a base salary in accordance with Schedule 1 **(Employee Salaries)**.

- (c) All other provisions relating to the employment of Employees will be in accordance with this Agreement.

17.2 Casual Employment in Abacus Labs and University Library

- (a) The provisions of this clause apply only to Casual Employees engaged in:

- (i) Abacus Labs (or however called); and
- (ii) University Library.

- (b) An Employee is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours in a week.
- (c) If an Employee is directed to and performs work outside of the applicable spread of ordinary hours set out in the General Staff Award, the Employee will be paid an allowance so that the overall payment to the Employee is the same amount as what the Employee would have received under the General Staff Award for the shift worked.

17.3 Casual Employment in Housing Services

- (a) The provisions of this clause apply only to Casual Employees engaged in Housing Services as:
 - (i) Senior Residential Assistant; or
 - (ii) Residential Assistant.
- (b) An Employee is entitled to Overtime and shift allowances, as applicable, only if they are required to work, and have worked, more than 37.5 hours in a week.
- (c) If an Employee is directed to and performs work outside of the applicable spread of ordinary hours set out in the General Staff Award, the Employee will be paid an allowance so that the overall payment to the Employee is the same amount as what the Employee would have received under the General Staff Award for the shift worked.

17.4 Trainees and Apprentices

- (a) For the purposes of this clause:

Group Training Scheme means an employment arrangement whereby an organisation employs apprentices and trainees under an apprenticeship/traineeship training contract and places them with host employers.
- (b) The University may engage trainees and apprentices as appropriate to the needs of the University in accordance with Commonwealth and State employment programs.
- (c) Indentured trainees employed through a Group Training Scheme will be paid not less than the rates applicable to an apprentice employed by the University.
- (d) An Apprentice's rate of pay will be calculated as a percentage (as set out below in Table 1) of the Level 3 Step 1 salary in accordance with Schedule 1, Table 3 (**Professional and General Employee Salaries**).
- (e) Apprentices will also be paid a percentage (as set out below in Table 1) of the Industry Trades Allowance 1 set out in Schedule 4, Table 1 (**Allowances – Industry Trade Qualified Employees and Industry Assistants**).
- (f) A Trainee's rate of pay will be calculated as a percentage (as set out below in Table 2) of the Level 3 Step 1 salary in accordance with Schedule 1, Table 3 (**Professional and General Employee Salaries**).
- (g) Conditions of employment for trainees and apprentices will be as for other Continuing Appointments, provided that the University is under no obligation to continue the employment beyond the term of training or apprenticeship.

Table 1	
Apprentices	Percentage
Non-Adult Pre-Apprentice	50%
Adult Pre-Apprentice	75%
Non-Adult 1 st Year	60%
Adult 1 st Year	80%

Table 1	
Apprentices	Percentage
Non-Adult 2 nd Year	70%
Adult 2 nd Year	85%
Non-Adult 3 rd Year	80%
Adult 3 rd Year	90%
Non-Adult 4 th Year	90%
Adult 4 th Year	95%

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

HOURS OF WORK, WORKLOAD AND ROLES (ACADEMIC EMPLOYEES)

The provisions of clauses 18 and 19 do not apply to:

- (a) Professional and General Employees; or
- (b) Casual Employees; or
- (c) Curtin English Teachers.

18. ACADEMIC ROLES

18.1 Definitions

For the purposes of clauses 18 and 19, the following definitions apply:

Academic Workload means any duties relating to:

- (a) Teaching Delivery and Teaching-related Duties;
- (b) Research;
- (c) Innovation and scholarship of learning and teaching (teaching delivery and teaching related) (ISoLT);
- (d) Creative production; and
- (e) Leadership, administration and engagement with the University, broader community, and industry.

Engagement means the delivery of Curtin values-based service and leadership, fostering a positive and inclusive workplace environment engaging with professions, disciplines, external stakeholders, global partners, and campuses. Including, but not limited to, the various administrative tasks academic staff are required to complete throughout the year.

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

Teaching includes Teaching Delivery and Teaching-related Duties.

Teaching Delivery means the provision of education via any (or any combination of) face-to-face, online (whether synchronous or asynchronous), or distributed means which may include:

- (a) Collaborative teaching;
- (b) Seminars;
- (c) Lectures;
- (d) Workshops;
- (e) Tutorials;
- (f) Demonstrations;
- (g) Laboratory sessions;

- (h) Clinical/practicum sessions;
- (i) Studios;
- (j) Fieldwork;
- (k) Supervision (other than Higher Degree by Research (HDR) supervision); and
- (l) Other pedagogy-based teaching methods which may be specific and/or unique to a discipline.

Teaching-related Duties include:

- (a) Curriculum development;
- (b) Unit coordination;
- (c) Preparation of materials;
- (d) Consultation;
- (e) Assessment and feedback;
- (f) Higher degree by research (HDR) supervision; and
- (g) Training in new modes of teaching delivery.

18.2 Teaching and Research Academics (T&R)

An Employee appointed to a T&R role will demonstrate sustained performance in teaching, research, engagement or other activities, commensurate with their level of appointment and experience.

18.3 Teaching Academic (TA)

An Employee appointed to a TA role will demonstrate sustained performance in teaching, innovation, engagement, and ISoLT commensurate with their level of appointment and experience.

18.4 Teaching Academic (Clinical and/or Professional)

An Employee appointed to a TA (Clinical and/or Professional) role will demonstrate sustained performance and innovation in teaching, including scholarship of learning and teaching (ISoLT), as well as engagement in their profession and the relevant area of contemporary enquiry or area of clinical expertise, commensurate with their level of appointment and experience.

18.5 Research Academic (RA)

An Employee appointed to a RA role will:

- (a) demonstrate sustained performance in research, including the production of high quality research outputs, engagement in furthering the research excellence of others, and obtaining external research funding commensurate with their level of appointment and experience; and
- (b) be focused on research with the expectation of some Teaching Delivery and Teaching-related Duties, including higher degree by research (HDR) supervision. Where possible, teaching will be related to their research expertise.

18.6 Appointment to a Different Role

- (a) Any Academic Employee may apply for and be appointed to another academic role based on merit.

- (b) The University may offer an Academic Employee an appointment to a different role where that appointment is made for the purposes of career development such as in Early Career Transition Researcher programs or as part of other supportive career transition/advancement plans.

19. HOURS OF WORK AND WORKLOAD

19.1 Academic Workload

A full-time Academic Employee's Workload will be allocated on 1875 hours per annum, less any period of annual leave, parental leave and long service leave recorded in University leave records. On the basis that annual leave of 4 weeks (150 hours) is recorded, then workload will be allocated based on 1725 hours per annum. Where a full annual workload is exceeded, a discussion will occur to explore workload management options.

19.2 Full-time hours of work for an Academic Employee are described in Table 5:

Table 5: Hours of Work (Academic Employees)	
Descriptor	Hours
Total annual hours (based on 37.5 hours/week)	1,950
Hours allocated less 75 hours of public holidays	1,875
<i>Less annual leave hours</i>	150
Total hours before other leave	1,725

- (a) Employees will not be required to undertake Teaching Delivery on weekends unless mutually agreed between the Line Manager and the Employee.
- (b) Workload will be allocated having regard to the scope of the academic role, agreed objectives for personal development and career progression, and early career status.
- (c) Workload will be allocated within the parameters established for each role in clause 19.3 (**Teaching and Research Academics (T&R)**), clause 19.4 (**Teaching Academics**), and clause 19.5 (**Research Academics**), except where an Employee has agreed to vary these parameters.
- (d) For the purposes of workload allocation, higher degree by research (HDR) supervision may be allocated as research activity with the agreement of the Employee.
- (e) The Head of School will allocate workload in consultation with individual Academic Employees within the School and in accordance with the applicable work allocation model as per this clause in a fair, equitable and transparent manner.
- (f) Through this process, the Head of School will, in consultation with directly affected Academic Employees, ensure that the time allocated to perform any defined task is reasonable and will be an accurate representation of the time taken to perform that task.

- (g) Academic Employees undertaking ISoLT, research driven or demand driven research will provide their annual plan to the relevant Head of Faculty, School or Area prior to November each year to support research planning and workload allocations, including any period free of Teaching Delivery and Teaching-related Duties and engagement.
- (h) Allocations of academic workload will be reasonable, having regard to academic role and career stage, and will allow time for Employees to perform their assigned duties and to achieve their planned research, teaching, ISoLT or engagement outcomes.
- (i) The Head of School will publish all academic workload allocations in a timely manner. The Head of School is responsible for providing the workload allocation plan to the Employee as soon as practicable, but no later than 10 working days prior to the commencement of any teaching period where the Employee has teaching assigned.
- (j) An Employee who is dissatisfied with their academic workload allocation may seek a review by the Pro-Vice Chancellor or, in the case of the Centre for Aboriginal Studies the Director CAS.
- (k) The Pro Vice Chancellor, or the Director CAS, will complete the review and provide a written response to the Employee within ten (10) working days of receiving the written request for review.

19.3 Teaching and Research Academics (T&R)

- (a) A teaching and research academic will have a minimum of 50 days (equivalent to 10 weeks) free from Teaching Delivery and Teaching-related duties each year, preferably allocated in blocks of weeks. Allocations will be determined by the Head of School after consultation with the Employee on the annual research plan provided by the Employee as per clause 19.2(g).
- (b) A teaching and research academic will be allocated their workload in accordance with Table 6 below:

Table 6: Teaching & Research Academic Workload	
Descriptor	Allocation of available hours
Teaching Delivery & Teaching-Related Duties	30 - 60%
Research	20 – 50%
Engagement	20%

- (c) Research allocation will be determined by the Head of School based on demonstrated research outputs and an agreed plan of research activities and research outcomes.

19.4 Teaching Academics

- (a) A teaching academic will be allocated their workload in accordance with Table 7 below:

Table 7: Teaching Academic Workload
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Descriptor	Allocation of available hours
Teaching Delivery & Teaching-Related Duties	50 - 70%
ISoLT	10 – 30%
Engagement	20%

- (b) The Head of School will determine time allocated to ISoLT based on ISoLT outputs, involvement in University projects or initiatives and an agreed plan of activities and planned outcomes in ISoLT.

19.5 Research Academics

- (a) A research academic will be allocated their workload in accordance with Table 8 below:

Table 8: Research Academic Workload	
Descriptor	Allocation of available hours
Teaching Delivery & Teaching-Related Duties	10 - 30%
Research	50 – 70%
Engagement	20%

- (b) The Head of School will determine the allocation of Teaching and/or Teaching-Related Duties based on demonstrated research outputs and an agreed plan of research activities and planned outcomes.

19.6 Maximum Teaching Delivery Hours

Maximum teaching delivery hours per annum for Academic Employees are described in Table 9 below:

TABLE 9 – MAXIMUM TEACHING DELIVERY HOURS							
Range of time allocated	10%	20%	30%	40%	50%	60%	70%
Maximum Teaching Delivery hours per year	68	136	204	260	340	408	476

19.7 Participation

Academic Employees are entitled to regulate their own hours, provided that the Employee's Head of School or Line Manager may require participation, as necessary, to meet the Employee's teaching and learning, leadership and administrative duties, and the Employee complies with relevant health and safety legislative requirements.

20. FREEDOM OF SPEECH AND ACADEMIC FREEDOM

20.1 The objects of this clause are:

- (a) To ensure that the freedom of lawful speech of Employees is treated as a paramount value and therefore is not restricted, nor its exercise unnecessarily burdened, by restrictions or burdens other than those imposed by law and set out in this clause.
- (b) To ensure that academic freedom is treated as a defining value by the University and therefore not restricted, nor its exercise unnecessarily burdened, by restrictions or burdens other than those imposed by law and set out in this clause.
- (c) To affirm the importance of the University's institutional autonomy under law in the regulation of its affairs, including in the protection of freedom of speech and academic freedom.

20.2 The University shall have regard to this clause in the drafting, review or amendment of any non-statutory policies or rules and in the drafting, review or amendment of delegated legislation pursuant to any delegated law-making powers.

20.3 Non-statutory policies and rules of the University shall be interpreted and applied, so far as is reasonably practicable, in accordance with this clause.

20.4 Any power or discretion under a non-statutory policy or rule of the University shall be exercised in accordance with this clause.

20.5 This clause prevails, to the extent of any inconsistency, over any non-statutory policy or rules of the University.

20.6 Any power or discretion conferred on the University by a law made by the University in the exercise of its delegated law-making powers shall be exercised, so far as that law allows, in accordance with this clause.

20.7 Any power or discretion conferred on the University under any contract or this Agreement shall be exercised, so far as it is consistent with the terms of that contract or this Agreement, in accordance with this clause.

20.8 In entering into affiliation, collaborative or contractual arrangements with third parties and in accepting donations from third parties subject to conditions, the University shall take all reasonable steps to minimise the restrictions or burdens imposed by such arrangements or conditions on the freedom of speech or academic freedom of any Employee carrying on research, study or work under such arrangements or subject to such conditions.

20.9 For the purposes of this clause the following definitions will apply:

Academic freedom comprises the following elements:

- (a) the freedom of an Academic Employee to teach, discuss, and research and to disseminate and publish the results of their research;
- (b) the freedom of an Academic Employee to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;
- (c) the freedom of Academic Employees to express their opinions in relation to the University;
- (d) the freedom of Academic Employees to participate in professional or representative academic bodies;

Academic employee has the same meaning as set out in section 3 (Definitions) of this Agreement.

Employee has the same meaning as set out in section 3 (Definitions) of this Agreement.

Imposed by law in relation to restrictions or burdens or conditions on a freedom include restrictions or burdens or conditions imposed by statute law, the common law (including the law of defamation), duties of confidentiality, restrictions deriving from intellectual property law and restrictions imposed by contract.

Speech extends to all forms of expressive conduct including oral speech and written, artistic, musical and performing works and activity and communication using social media; the word 'speak' has a corresponding meaning.

The duty to foster the wellbeing of students and employees:

- (a) includes the duty to ensure that no employee and no student suffers unfair disadvantage or unfair adverse discrimination on any basis recognised at law including race, gender, sexuality, religion and political belief;
- (b) includes the duty to ensure that no employee and no student is subject to threatening or intimidating behaviour by another person or persons on account of anything they have said or proposed to say in exercising their academic freedom;
- (c) supports reasonable and proportionate measures to prevent any person from using lawful speech which a reasonable person would regard, in the circumstances, as likely to humiliate or intimidate other persons and which is intended to have either or both of those effects;
- (d) does not extend to a duty to protect any person from feeling offended or shocked or insulted by the lawful speech of another.

20.10 Employees enjoy freedom of speech exercised on University land as defined by the *Curtin University Act 1966* or in connection with the University subject only to restraints or burdens imposed by:

- (a) law;
- (b) the reasonable and proportionate regulation of conduct necessary to the discharge of the University's teaching and research activities;
- (c) the right and freedom of others to express themselves and to hear and receive information and opinions;
- (d) the reasonable and proportionate regulation of conduct to enable the University to fulfil its duty to foster the wellbeing of students and employees;
- (e) the reasonable and proportionate regulation of conduct necessary to enable the University to give effect to its legal duties including its duties to visitors to the University.

20.11 Subject to reasonable and proportionate regulation of the kind referred to in clause 20.10, a person's lawful speech on the University's land or in connection with a University activity shall not constitute misconduct nor attract any penalty or other adverse action by reference only to its content; nor shall the freedom of Academic Employees to make lawful public comment on any issue in their personal capacities be subject to constraint imposed by reason of their employment by the University.

20.12 Every Academic Employee enjoys academic freedom subject only to prohibitions, restrictions or conditions:

- (a) imposed by law;
- (b) imposed by the reasonable and proportionate regulation necessary to the discharge of the University's teaching and research activities;

- (c) imposed by the reasonable and proportionate regulation necessary to discharge the University's duty to foster the wellbeing of students and employees;
- (d) imposed by the reasonable and proportionate regulation to enable the University to give effect to its legal duties;
- (e) imposed by the University by way of its reasonable requirements as to the courses to be delivered and the content and means of their delivery.

20.13 The exercise by an Academic Employee of academic freedom, subject to the above limitations, shall not constitute misconduct nor attract any penalty or other adverse action.

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

Clauses 21 – 27 apply only to Professional and General Employees.

21. WORKLOAD

- 21.1 For the purpose of this clause workload means the work is required by the University to be performed by an Employee, as specified by the Employee's position description.
- 21.2 The total workload allocated to an Employee must be reasonable and achievable within ordinary hours of work.
- 21.3 In determining whether or not workload allocated to teams or individuals is reasonable, the University will ensure:
- (a) the workload being determined on a fair, transparent and consultative basis;
 - (b) the workload being sustainable over the established timeframes and any deadlines set for the performance of the duties are reasonable;
 - (c) that the performance of the work does not expose an Employee to health, safety and/or psychosocial hazards;
 - (d) the workload being within the scope of the Employee's position description, otherwise payment of additional remuneration may be provided;
 - (e) the workload allocation taking into account the nature of the work, the environment in which it is performed, and the volume of work;
 - (f) the Employee being able to maintain a balance between their professional and personal life; and
 - (g) any incidence of workers' compensation or illness or injury being considered.
- 21.4 Workload for new and existing Employees will be confirmed through the University's work planning and performance review processes.
- 21.5 Indicators of whether workload is reasonable or unreasonable may include:
- (a) work hours;
 - (b) leave accruals;
 - (c) work patterns;
 - (d) volume of work;
 - (e) level of work performance; and
 - (f) employee turnover.
- 21.6 The University will ensure that workload and allocation of work is equitable, reasonable and varied. An Employee who believes the workload assigned to them is inequitable or unreasonable will in the first instance, request in writing with relevant details to informally discuss the matter with their Line Manager to seek a variation to their workload allocation. The Line Manager will provide evidence used for workload allocation to the Employee prior to any informal meeting.
- 21.7 Workload matters will be addressed by the Line Manager within ten working days unless under exceptional circumstances communicated and agreed by the Line Manager and the Employee.
- 21.8 If the matter cannot be resolved informally, the matter can be referred to the second level Line Manager where the following process will apply:

- (a) The Employee will set out in writing with relevant details, the concerns regarding workload and where possible, propose a remedy.
- (b) The second level Line Manager will review the Employee's workload having regard for the indicators listed at clause 21.5, returning the assessment and outcome to the Employee and Line Manager in writing within ten working days unless under exceptional circumstances as communicated by the second level Line Manager.

22. HOURS OF WORK

22.1 The Full-time ordinary hours of work will be 7.5 hours per day, 37.5 hours per week.

22.2 The Part-time ordinary hours of work will be less than 37.5 hours per week.

22.3 Subject to the University's reasonable operational requirements and clause 24.2 (**Reasonable Hours of Overtime**), the ordinary hours of work may be worked within the Normal Operating Hours of 6.30am and 9.00pm Monday to Friday.

22.4 The University will endeavour to ensure that an Employee does not work more than 10 hours during any 24 hour period.

22.5 Meal Break – Ordinary Hours of Work

- (a) An Employee will be entitled to an unpaid meal break of at least 30 minutes.
- (b) No more than 5 hours will be worked without a meal break.

23. WORK FLEXIBILITY

The University recognises the benefits of working flexibly and encourages Employees and Line Managers to work together towards flexible work options.

Further Workplace Flexibility Options are at Clauses 52- 57 of this Agreement.

23.1 Short term arrangements

- (a) An Employee and their Line Manager may agree on short term adjustments in working hours to accommodate personal activities (flexitime).
- (b) Such adjustments will be undertaken in such a way as to ensure the Employee's contracted or regular hours of work are averaged over a pay period.

23.2 Longer term arrangements

- (a) Where it is operationally sustainable, Employees and their Line Managers may agree on longer term arrangements which may include working remotely on a regular basis.
- (b) Such arrangements take into account the inherent work requirements of the Employee's role and the wider work requirements of the Employee's colleagues.
- (c) The Employee will be required to complete a workplace health and safety assessment of the location where they regularly work remotely.
- (d) The Line Manager can require the Employee to be onsite for specific activities which may fall on days when the Employee would otherwise be working remotely in accordance with the agreed longer term arrangement.
- (e) Written confirmation of these arrangements will be provided by the Line Manager.
- (f) An Employee may elect to modify, extend or end this arrangement in consultation with their Line Manager

- (g) Termination of the working from home arrangement may be sought by the Employee at any stage. To facilitate the smooth transition from working from home, the Employee should give at least 10 working days' notice.
- (h) The University may terminate a Work from Home Arrangement in writing on the provision of 20 days' notice, if it is not operationally sustainable to continue the Arrangement. The University must detail the reasons for termination of the Arrangement in the written notice to the employee.

24. OVERTIME

Please also refer to clause 53 (Flexible Work Arrangements).

24.1 Definition of Ordinary Travelling Time

For the purposes of this clause:

Ordinary Travelling Time means the time that an Employee would have ordinarily spent travelling once daily, either:

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

24.2 Reasonable Hours of Overtime

- (a) The University may require an Employee to work reasonable Overtime.
- (b) An Employee who works Overtime and is entitled to be paid for Overtime will be paid at the appropriate Overtime rates as specified in this clause.
- (c) An Employee may refuse to work Overtime if such Overtime would result in the Employee working hours which are unreasonable, having regard to the following:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the University;
 - (iv) the notice (if any) given by the University of the Overtime and by the Employee of their intention to refuse it;
 - (v) the nature of the Employee's role, and the Employee's level of responsibility;
 - (vi) any other relevant matter.

24.3 Overtime General Provisions

- (a) An Employee who is paid at any of the following:
 - (i) a salary at Level 8 or above;
 - (ii) a higher duties allowance at Level 8 or above; or
 - (iii) an allowance in lieu of Overtime;
 will not be entitled to payment for working Overtime.
- (b) Overtime provisions for an Employee who is required to Return to Duty will be in accordance with clause 32.9 (**On-Call Allowance**).

24.4 Meal Break - Overtime

- (a) An Employee will be entitled to an unpaid meal break of at least 30 minutes.
- (b) Unless in an emergency, an Employee will not work longer than 5 hours Overtime without a meal break. The 5 hour limit will restart at the conclusion of the meal break.
- (c) An appropriate meal allowance is payable in accordance with Schedule 3, clause (1), (**Allowances – Meal Break during Overtime**) where an Employee works at least 4 hours of Overtime.

24.5 Ten Hour Break when Overtime Worked

- (a) When Overtime is worked, a break no less than 10 hours will be taken between the completion of work on one day and the commencement of work on the next, without loss of salary for normal working time occurring during such absence.
- (b) Where an Employee is directed to return to work or to continue work without the required break, the Employee will be paid at double the Full Rate of Pay until they are released from duty or until they have had 10 consecutive hours off duty (without loss of salary for normal work hours occurring during such absence).

24.6 Overtime Payment

- (a) An Employee directed to work Overtime in accordance with this clause who is eligible for payment for Overtime will be paid at the rates set out in Table 10:

Table 10: Payment for Overtime		
Day Worked	Based on the Ordinary Hourly Rate	
Weekday	First 3 hours: 150%	After 3 hours: 200%
Saturday	First 2 hours before 12:00pm: 150%	After 2 hours or past 12:00pm: 200%
Sunday	All hours: 200%	
Public Holiday	All hours: 250%	

- (b) To avoid doubt, the casual loading is not paid for any Overtime hours worked by a Casual Employee.

24.7 Recall to Duty

- (a) The minimum payment for an Employee who is recalled to duty at their normal place of work or at a remote location will be 3 hours, at the appropriate Overtime rate as per clause 24.6 (**Overtime Payment**). Provided that this payment will also cover any further required Return to Duty during the 3 hour period.
- (b) If an Employee is recalled to duty more than once within a period of less than 10 hours of completing their last duty, each period after the initial 3 hour period will be considered a stand-alone period.

24.8 Travelling Time

- (a) Time spent in travelling to and from the place of duty to which the Employee is recalled will be included in the time of actual duty performed, for the purposes of Overtime payment.
- (b) An Employee who is directed to travel away from their normal place of work as a part of their duties before or after normal working hours, will be granted time off in lieu. This period will be calculated from the actual time spent in travelling in excess of their Ordinary Travelling Time to and from their normal place of work. The rate will be at ordinary rates on weekdays and at time and one-half rates on Saturdays, Sundays and Public Holidays.
- (c) The maximum period of time off in lieu of travel on any one day will be 8 hours, except for Saturdays, Sundays and Public Holidays where all time spent in actual travel will be deemed to be travelling time.
- (d) Where an Employee is absent from their normal place of work and the absence does not involve an overnight stay on that day, travelling time will be calculated from the period between the times of Normal Operating Hours and the departure time of the first available transport.
- (e) Time spent in travelling by motor vehicle if the Employee is directed to drive a vehicle will be deemed to be Overtime as calculated in accordance with clause 24.8(b).

24.9 Where Time Off in Lieu for Travelling is Not Granted

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

24.10 Time off in Lieu of Overtime

- (a) An Employee may, with the approval of the Line Manager, take time off in lieu of payment for Overtime (**TOIL**).
- (b) TOIL will be taken at the rate equivalent to the Overtime payment appropriate to the hours worked as outlined in clause 24.6 (**Overtime Payment**).
- (c) An Employee will normally be expected to utilise their TOIL within 8 weeks of its accrual, unless otherwise approved in writing by their Line Manager.
- (d) Where the Employee has not taken the TOIL within the period as arranged in accordance with clause 24.10(c), the University will pay the Employee the accrued TOIL at the relevant Overtime rate.

25. SHIFTWORK – GENERAL PROVISIONS

25.1 Application

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

25.2 Shiftwork Hours and Rosters

- (a) A Full-time Shiftworker will work 75 hours per fortnight, exclusive of meal breaks.
- (b) A Part-time Shiftworker will work less than 75 hours per fortnight and is entitled to salary and shiftwork allowance entitlements proportionate to hours worked.
- (c) A shift will be continuous, other than for meal breaks, and will be no longer than 10 hours in duration.

- (d) There will be a break of at least 10 hours between consecutive shifts.
- (e) A Shiftworker may be rostered on any day of the 7 days of the week, provided that no more than 6 consecutive days will be worked.
- (f) A Shiftworker will work no more than 5 hours without a meal break of at least 30 minutes and not more than 60 minutes.
- (g) A Roster may only be altered on account of a contingency that the Line Manager could not have been reasonably expected to foresee.
- (h) If a shiftwork Roster is altered, the Shiftworker will be provided with at least 24 hours' notice of a changed shift.
- (i) A Shiftworker will not be retained permanently on 1 shift unless the Employee so elects in writing and this is approved by their Line Manager.

25.3 Shiftwork Allowance Entitlements

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

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

- (b) Rostered hours of work performed on weekends or University-observed public holidays will be paid at the rates in Table 11, in lieu of the shift allowance prescribed in clause 25.3(a).

Table 11	
Working hours	Rate of pay
Weekends	Time and one half
Public Holidays	Double time and one half

- (c) A Shiftworker who is rostered to work exclusively on a Sunday will be paid at the rate of double time.
- (d) Where rostered hours of work are performed on a University-observed public holiday, by agreement between the Shiftworker and their Line Manager, the Shiftworker may alternatively receive time and one half for all hours worked and one hour of time off in lieu for each hour worked, to be taken within the following 12 months.
- (e) A Full-time Shiftworker whose normal rostered day off falls on a University-observed public holiday, as defined in clause 51 (**Public Holidays and Limited Service Period**), is entitled to an additional day's leave in lieu to be taken within the following 12 months.
- (f) A Full-time Shiftworker required to work hours in addition to their rostered shift, or on a rostered day off, will be paid Overtime in accordance with clause 24 (**Overtime**).
- (g) The notion of rostered day off does not apply to Part-time Shiftworkers.
- (h) A Shiftworker is entitled to leave entitlements in accordance with clause 36 (**Annual Leave**).

26. SHIFTWORK – SECURITY EMPLOYEES

26.1 Application

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

26.2 Shiftwork Hours and Rosters

- (a) A Continuous Shiftworker will work an average of 75 hours per fortnight provided that the maximum hours rostered in a fortnight will be no longer than 84 hours.
- (b) A shift will be continuous and will be no longer than 12 hours in duration.
- (c) There will be a break of at least 10 hours between consecutive shifts.
- (d) Other than in the case of an incident requiring their urgent attention, a Continuous Shiftworker will not be required to work more than 5 hours without receiving a paid meal break of 30 minutes. Meal breaks will be incorporated into a Continuous Shiftworker's Roster.
- (e) A Continuous Shiftworker may be rostered on any of the 7 days of the week, provided that no more than 6 consecutive days will be rostered.
- (f) A Continuous Shiftworker may be rostered during any hour of the day or night.
- (g) Subject to the parameters set by management, all major changes to the Working Hours Framework will be effected by Line Managers through consultation with Employees in accordance with clause 66 (**Change and Consultation**). A Continuous Shiftworker will be provided with not less than 6 weeks' notice of a new Working Hours Framework. Where Roster changes are made as a consequence of changes to the Working Hours Framework, shiftwork loading may be adjusted in accordance with clause 25.325.3 (**Shiftwork Allowance Entitlements**).
- (h) Security Employees who, as at the date of commencement of this Agreement, are working as per a Roster within the Working Hours Framework, will retain the loadings preserved in their contracts of employment until such time as the Working Hours Framework undergoes major change in accordance with clause 26.2(g)
- (i) Within the Working Hours Framework, where a Roster is altered on account of a contingency that the Line Manager could not have been reasonably expected to foresee, a Continuous Shiftworker will be provided with at least 24 hours' notice of a changed shift.
- (j) A Continuous Shiftworker will not be retained permanently on 1 shift unless the Continuous Shiftworker so elects in writing and this is approved by their Line Manager.

26.3 Shiftwork Loading

- (a) A Continuous Shiftworker will, in addition to their normal salary, be paid an annualised shiftwork loading.
- (b) For the purposes of this clause the penalty rate multipliers in Table 12 will apply:

TABLE 12	
Working Hours	Penalty rate multiplier
Day shift, Monday to Friday	1.000

Afternoon Shift or Night Shift, Monday to Friday	1.217
Weekend	1.500
Public holiday	2.500
Permanent Night Shift Monday to Friday	1.300

(c) The minimum shiftwork loading will be calculated using the following formula:

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

In calculating this formula:

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

(d) The minimum shiftwork loading for a Continuous Shiftworker engaged on a permanent Night Shift will be calculated using the following formula:

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

(e) A Continuous Shiftworker will receive payment of the shiftwork loading during any period of paid leave, other than for the following purposes (as set out in clause 38.2(a)(i) and 38.2(a)(iii) (**Reasons for Personal Leave**)):

- (i) personal illness or injury; or
- (ii) providing a member of their Immediate Family or household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.

26.4 A Continuous Shiftworker required to work hours in addition to their rostered shift, or on a rostered day off, will be paid Overtime in accordance with clause 24 (**Overtime**). The rate of pay for the purpose of calculating Overtime will include the shiftwork loading.

27. RIGHT TO DISCONNECT

An Employee has the right to disconnect from work-related communication outside of their normal hours. The normal work hours will be as agreed with their Line Manager.

BENEFITS

28. SALARY AND INCREMENTS

- 28.1 Schedule 1 prescribes the minimum salary the University will pay an Employee at each position classification level at the University excluding Curtin English Teachers who are paid in accordance with Schedule 8, and casual Academic Employees who are paid in accordance with Schedule 2.
- 28.2 Salary increases arising from this Agreement will be paid from the specified effective date per the Table 13 to Employees who are employed by the University at or after the date of commencement of this Agreement, noting that the administrative increase payable from 17 March 2023 was paid by the University to the employees who were employed as at 17 March 2023.

Table 13	
Increase	Effective Date
3%	An administrative increase of 3% uplift in salary and relevant allowances effective from 17 March 2023, was paid to eligible employees employed by the University on or after 17 March 2023. Following on from the administrative increase, a payment was made to eligible employees equal 3% of their base salary, eligible salary-related allowances and eligible personal loadings (if any) received by them under the Curtin University Academic, Professional and General Staff Agreement 2017-2021 for the period 8 July 2022 to 16 March 2023 inclusive.
4%	7 July 2023
3.5%	5 July 2024
3.5%	20 June 2025

- 28.3 The dates for annual increments will be in accordance with Table 14:

TABLE 14	
Period of Appointment or Promotion	Annual Increment Date
1 December – 28/29 February	1 March
1 March – 31 May	1 June
1 June – 31 August	1 September
1 September – 30 November	1 December

- 28.4 Where an Employee does not have access to electronic payslips, the University will make arrangements for the Employee to receive a copy of the payslip.

29. SUPPORTED WAGE SYSTEM

Where an Employee is eligible for a supported wage under the Commonwealth Government's supported wage system because of the effects of a disability, Schedule G of the Higher Education Industry – General Employees – Award 2020 will apply to the Employee, provided that, the relevant minimum wage will be the minimum wage prescribed in Schedule 1, Table 3 of this Agreement for the class of work for which the Employee is engaged.

30. ALLOWANCES

If an Employee receives for a continuous period of 12 months any allowance provided for under clause 31, the Employee is entitled to receive that allowance during annual leave, unless otherwise specified in this Agreement. Allowances under clauses 30 - 32 that are expressed as an hourly, daily, weekly, fortnightly or annual amount will be calculated and paid to the Employee on a fortnightly basis unless otherwise stated.

30.1 Camping Allowance

- (a) An Employee who is required by the University to camp is entitled to a camping allowance for each day or part day spent camping as per Schedule 3.
- (b) A camping allowance will not be paid in conjunction with a travelling allowance or transfer allowance prescribed in this Agreement.
- (c) If an Employee is required to camp out and is not provided with camping equipment by the University, they will be credited in advance for the cost of hiring such equipment, upon the production of an account or invoice, in addition to the camping allowance.

30.2 First Aid Allowance

- (a) For the purposes of this clause, a Suitably Qualified Employee means an Employee holding current statements of attainment which may include, but are not limited to, the successful completion of a senior first aid training course and an accredited mental health first aid course.
- (b) A Suitably Qualified Employee appointed by the University as a first aid officer is entitled to a first aid allowance payable in accordance with Schedule 3.
- (c) The first aid allowance will be indexed in accordance with salary increases contained in this Agreement.
- (d) A Part-time Employee who is appointed as a first aid officer is entitled to this allowance proportionate to hours worked.

30.3 Health and Safety Representative Allowance

- (a) An Employee who is a health and safety representative is entitled to a health and safety representative allowance payable in accordance with Schedule 3.
- (b) Ongoing receipt of the allowance will be subject to a Health and Safety representative undertaking reasonable endeavours to fulfil their role as per University safety procedures and relevant legislation.
- (c) Increases to the health and safety representative allowance will be indexed in accordance with salary increases contained in this Agreement.
- (d) A Part-time Employee who is appointed as a health and safety representative is entitled to this allowance proportionate to hours worked.

30.4 Regional Locality Allowance

- (a) For the purposes of this clause:

a **Dependant** means:

- (i) a Spouse; or
 - (ii) if there is no Spouse - a child or any other relative resident within the state of Western Australia who relies on the Employee for financial support, who does not receive a location allowance of any kind.
- (b) An Employee whose usual place of work is located outside the Perth metropolitan area and within the state of Western Australia is entitled to a locality allowance in accordance with Schedule 3.
 - (c) If an Employee's usual place of work is at a location outside the Perth metropolitan area, other than those specified in Schedule 3, they will be paid the applicable District Allowance rate contained in:
 - (i) the *Public Service Award 1992* as amended from time to time; or else
 - (ii) any alternative authorised document used to set District Allowance for the public sector.
 - (d) An Employee with Dependant(s) is entitled to double the locality allowance prescribed in Schedule 3.
 - (e) A Part-time Employee will be entitled to a locality allowance proportionate to hours worked.
 - (f) An Employee will continue to receive a locality allowance during periods of approved paid leave.
 - (g) If an Employee carries out their duties outside of their locality, payment of the locality allowance will continue if the Employee's Dependant(s) continue to reside in the locality.
 - (h) An Employee who is required to temporarily reside outside of the Perth metropolitan area and within the state of Western Australia for a period of greater than 1 month is entitled to a locality allowance in accordance with Schedule 3. The locality allowance will be paid in addition to any travelling allowance to which the Employee may be entitled.
 - (i) Locality allowance rates prescribed in Schedule 3 will be indexed in accordance with any increases to District Allowance rates as prescribed in the *Public Service Award 1992* as amended from time to time.

30.5 **Motor Vehicle Allowance**

- (a) For the purposes of this clause Private Motor Vehicle means a motorcar, motorcycle, caravan or trailer.
- (b) An Employee who is authorised and agrees to use a Private Motor Vehicle on University business will be reimbursed expenses associated with such use of the Private Motor Vehicle in accordance with Schedule 3.
- (c) For the purposes of clause 30.5(b), an Employee will not be entitled to reimbursement for expenses in respect to the distance between the Employee's residence and usual place of work and the return distance between the usual place of work and their residence, except if clause 30.5(d) applies.
- (d) A Professional and General Employee who is required to use a Private Motor Vehicle for University business as a consequence of being On-Call in accordance with clause 32.9 (**On-Call Allowance**), or is recalled to duty in accordance with clause 24.6(b) (**Recall to Duty**), will be reimbursed for expenses in respect to

the distance between the Employee's residence and usual place of work and the return distance between the usual place of work and their residence.

- (e) The motor vehicle allowance rates contained in Schedule 3 will be indexed in accordance with increases to motor vehicle allowance rates prescribed in the *Public Service Award 1992* as amended from time to time.

30.6 Transfer Allowance

- (a) This clause will apply to an Employee who is transferred:
 - (i) from a Perth metropolitan campus of the University to a regional or interstate University campus, or vice versa; or
 - (ii) between University regional centres; or
 - (iii) between intra-state University campuses,

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

- (b) An Employee who is transferred solely at their own request must bear the whole cost of transfer unless otherwise determined by the University.

- (c) **Transfer Allowance Entitlements**

- (i) An Employee to whom this clause applies, is entitled to a transfer allowance in accordance with Schedule 3, clause 9, Table 1 for a period of 14 days from the date on which they arrive in the new location. The 14 day period will be extended by the number of days spent away from the new location as a consequence of travelling on University business.
- (ii) An Employee to whom this clause applies who is placed into accommodation supplied by the University will not be entitled to a transfer allowance in accordance with clause 30.6 unless entry into such accommodation is delayed due to circumstances beyond the control of the Employee.

- (d) **Relocation Allowance Entitlements**

An Employee to whom this clause applies will be reimbursed the following:

- (i) the actual reasonable cost of the relocation of the Employee and Dependents;
- (ii) the actual cost (including insurance) of the relocation of an Employee's household furniture effects and appliances up to a maximum volume of 25 cubic metres provided that a larger volume may be approved by the University in special cases;
- (iii) an allowance, payable in accordance with Schedule 3, clause 9, Table 2 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Employee is required to transport their furniture, effects and appliances. The allowance is payable provided that the University is satisfied that the dollar value (\$AUD) of household furniture, effects and appliances moved by the Employee is at least the dollar value as stated in Schedule 3, clause 9 Table 2;
- (iv) either the full freight charges necessarily incurred in respect of the removal of a motor vehicle, or, if the Employee drives their motor vehicle to the transfer location, reimbursement for kilometres travelled in accordance with Schedule 3, clause 7 (**Motor Vehicle Allowance**).

- (e) **Alternative reimbursement**

If an Employee is able to show through production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable transfer and relocation costs, an appropriate, alternative rate of reimbursement may be determined by the University.

(f) Refunding of transfer and relocation expenses

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

(g) Indexation of Transfer Allowance

The allowance rates contained in 9 (a) and (b) of Schedule 3 will be indexed in accordance with increases in transfer allowance rates prescribed in the Public Service Award 1992 as amended from time to time.

30.7 Travelling Allowance

(a) Travelling Allowance Entitlement

If an Employee who travels on approved University business is not provided with a corporate credit card, the University will determine an appropriate method of payment for reasonable business-related expenses, including the following:

- (i) payment of accommodation expenses in advance;
- (ii) providing a cash advance; or
- (iii) through direct reimbursement of business-related expenses (with reference to ATO payment guides if required).

(b) Reimbursement of Other Travel Related Expenses

On production of an account or receipts, the University will pay or reimburse an Employee for:

- (i) reasonable additional costs associated with childcare or care of other Dependant(s) incurred as a consequence of University business travel; and
- (ii) other additional travel-related costs which the University considers are reasonable.

31. ALLOWANCES (POSITION SPECIFIC)

31.1 Head of School Allowance

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

31.2 Aboriginal and Torres Strait Islander Language Allowance

This clause only applies to Employees who identify and are accepted as members of Aboriginal and/or Torres Strait Islander communities.

- (a) An Aboriginal and/or Torres Strait Islander Employee who is required by the University to use an Aboriginal and/or Torres Strait Islander language in the course of their employment will be paid an allowance as set out in Table 15:

TABLE 15		
Level	Allowance	Description
1	\$2,000 per annum	Employees who are required to and capable of using minimal knowledge of language for the purpose of simple communication.
2	\$4,000 per annum	Employees who are required to and have the ability for the ordinary purposes of general business, conversation, reading and writing.

- (b) Indigenous language means a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages.
- (c) The language allowance will be indexed in accordance with salary increases after commencement of this Agreement.
- (d) A Part-time or Casual Employee will receive this allowance proportionate to hours worked.

32. ALLOWANCES (PROFESSIONAL AND GENERAL EMPLOYEES)

32.1 The allowances prescribed in this clause apply only to Professional and General Employees.

32.2 The rates prescribed in Schedule 4 (**Allowances – Industry Trade Qualified Employees and Industry Assistants**) and Schedule 5 (**Allowances - Non-Trades Qualified Leading Hands**) will be indexed in accordance with salary increases contained in this Agreement.

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

32.4 Allowances – Industry Trade Qualified Employees

- (a) An Employee who has obtained an industry trade qualification and is required by the University to use the industry trade qualification in the course of their employment will be paid an Industry Trades Allowance in accordance with Schedule 4, Table 1 (**Allowances - Industry Trade Qualified Employees and Industry Assistants**).
- (b) If an Employee is eligible to be paid more than one level of allowance, only the highest level allowance will be paid. Allowances will not be cumulative.
- (c) The University will assess the appropriate allowance to be paid based upon outcome of work planning and performance review discussions. The assessment will also recognise attainment of additional relevant skills and qualifications and the University's requirement that the Employee use these skills and qualifications in the course of their employment at the University.
- (d) If skills and qualifications as prescribed in University guidelines are held by an Employee and are required by the University to be used in the course of their employment, progression beyond Industry Trades Allowance 1 will not be unreasonably withheld.

32.5 Allowances – Industry Assistants

- (a) An Employee who is employed as a Trades Technician (Assistant) will be paid an Engineering and Building Trades Assistant Allowance in accordance with Schedule 4, Table 2 (**Allowances - Industry Trade Qualified Employees and Industry Assistants**).
- (b) An Employee who is appointed as a Horticulturalist but has not obtained a trade qualification Certificate III (Horticulture) or its successor, will be paid an Industry Assistants Allowance as per Schedule 4, Table 2 (**Allowances - Industry Trade Qualified Employees and Industry Assistants**).
- (c) An Employee who is designated a Janitor will be paid an Industry Assistants Allowance as per Schedule 4, Table 2 (**Allowances - Industry Trade Qualified Employees and Industry Assistants**).
- (d) An Employee under clause 32.5(a) who:
 - (i) holds skills or qualifications, or both, beyond those recognised as payable under Trades Allowance 1 as prescribed in University guidelines; and
 - (ii) is required by the University to utilise these skills or qualifications in the course of their employment,
 will receive payment in accordance with clause 32.8 (**Higher Duties Allowance**) for the period the Employee is required to utilise these skills or qualifications.

32.6 Allowances – Non-Trades Qualified Leading Hands

A non-trades qualified Employee required by the University to undertake leading hand duties will be paid the applicable allowance in accordance with Schedule 5, Table 1 (**Allowances – Non-Trades Qualified Leading Hands**).

32.7 Dirty Work Allowance

- (a) This clause does not apply to Professional and General Employees who are entitled to allowances in accordance with the following clauses:
 - (i) clause 32.4, (**Allowances – Industry Trade Qualified Employees**);
 - (ii) clause 32.5, (**Allowances – Industry Assistants**);
 - (iii) clause 32.6, (**Allowances – Non-Trades Qualified Leading Hands**).
- (b) A Professional and General Employee who engages in any dirty work, including moving or sorting books and documents, which is not part of their regular work duties, is entitled to a dirty work allowance in accordance with Schedule 3, clause 3 (**Dirty Work Allowance**).

32.8 Higher Duties Allowance

- (a) A Professional and General Employee who is required by the University to act in a higher classified position for a period of 5 consecutive days or more will be paid a higher duties allowance.
- (b) A Professional and General Employee within the trades workforce who is required by the University to act in a higher classified position is entitled to a higher duties allowance, irrespective of the period of time that they act in the position.
- (c) A higher duties allowance will be the difference between the Employee's salary and the salary of the higher classified position.
- (d) If the Employee does not perform the full duties of the higher classified position, or the position is performed by more than 1 Employee, the Employee is entitled to a higher duties allowance proportionate to the percentage of the duties of the position performed.

- (e) If the Employee is required to act in a higher classified position for an extended, continuous period they will be entitled to annual salary increments.
- (f) The Employee acting in a higher classified position will continue to receive higher duties allowance during periods of leave, provided that the period of leave taken has been accrued during the acting period.

32.9 On-Call Allowance

- (a) An Employee who is On-Call will be paid an On-Call allowance in accordance with Schedule 3, clause 8 (**On-Call Allowance**).
- (b) An Employee who is On-Call on a University-observed public holiday prescribed in clause 51 (**Public Holidays and Limited Service Period**) will be paid an On-Call allowance in accordance with Schedule 3, clause 8 (**On-Call Allowance**).
- (c) On-Call allowances will be indexed in accordance with salary increases contained in this Agreement.
- (d) Subject to clause 32.9(g), if an Employee is recalled to duty on campus or at a remote location, they will receive payment for hours worked in accordance with clause 24 (**Overtime**), provided that the minimum period for which Overtime will be paid will be 2 hours. A Part-time Employee who is recalled to duty will receive the Overtime payment for hours worked in excess of their ordinary hours of work.
- (e) Time spent travelling to and from the place at which the work duties are performed will be considered hours worked for the purposes of Overtime calculations in accordance with clause 24 (**Overtime**).
- (f) An Employee who is On-Call is entitled to Overtime payment for Return to Duty hours worked, irrespective of restrictions to Overtime prescribed in clause 24 (**Overtime**).
- (g) On-Call allowance will continue to be paid during any period during which an Employee is recalled to duty and receives Overtime payments as a consequence of being On-Call.
- (h) An Employee who is On-Call will be provided with:
 - (i) a mobile telephone or reimbursement of work-related telephone expenses; and
 - (ii) reimbursement of work-related internet expenses.
- (i) Line Managers will reasonably consult with Employees regarding On-Call rosters.

33. SUPERANNUATION

33.1 The University will make superannuation contributions to the Employee's superannuation fund at the contribution rates prescribed in Table 16:

TABLE 16	
Employment Mode	University Contribution
Continuing & Fixed Term Appointments	17%
Casual Appointments	GSG Amount

Curtin FM Employees	GSG Amount
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- 33.2 Superannuation will be paid on all superannuable earnings as advised by the Australian Taxation Office.
- 33.3 Casual Employees are entitled to the minimum employer superannuation contribution as provided for by the *Superannuation Guarantee (Administration) Act 1992* as increased from time to time under that legislation (currently 11% from 1 July 2023, and scheduled to increase to 11.5% from 1 July 2024 and 12% from 1 July 2025).
- 33.4 The University's preferred fund is UniSuper. If an Employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 33.5 The University will provide new Employees with access to UniSuper's digital choice of superannuation form if they do not choose a preferred fund.
- 33.6 Continuing and Fixed Term Employees who are members or prospective members of UniSuper will be permitted to attend an individual, financial advice appointment with UniSuper, on paid work time, once per calendar year. Employees will arrange such appointments having regard to the operational needs of the work area.

34. REPAYMENT ON EARLY RESIGNATION

- 34.1 An Employee may be required to refund an appropriate proportion of any payment made to, or on behalf of, the Employee for relocation to a University campus if:
- (a) the allowance is in respect of expenses or allowances associated with the appointment; and
 - (b) the Employee resigns:
 - (i) in the first 2 years from the date of commencing employment; or
 - (ii) before the expiry of their Fixed Term Appointment.
- 34.2 If the University requires a refund, the calculation will be based on the time worked as a percentage of the 2 years or Fixed Term Appointment period and applying this percentage to the costs incurred.

35. RECOVERY OF OUTSTANDING DEBTS

- 35.1 The University may recover any outstanding debt notified in writing to the Employee, subject to the following:
- (a) the University will normally recover salary over-payment(s) by salary deduction(s);
 - (b) no deduction from salary or final remuneration payment will be made without reasonable written notice to the Employee;
 - (c) the University will include in the notice, reasonable options for repayment which will include, except where clause 35.1(d) applies, a periodical repayment schedule which allows the Employee's financial circumstances to be considered. The Employee must elect a repayment option; or
 - (d) the University may deduct any outstanding debt from the Employee's final remuneration payment upon cessation of employment with the University, unless otherwise agreed between the Employee and the University.

LEAVE AND OTHER ABSENCES FROM WORK

36. ANNUAL LEAVE

36.1 Annual Leave Entitlement

The provisions of this clause do not apply to Casual Employees.

- (a) A Full-time Employee is entitled to 150 hours (20 days/4 weeks) of annual leave on Full rate of Pay each calendar year (pro rata for Part-time Employees). Annual leave will accrue on a daily basis during periods of Continuous Service.
- (b) A Shiftworker or Continuous Shiftworker who is required to undertake shiftwork on Sundays or Public Holidays, or both, is entitled to an additional 37.5 hours (5 days/1 week) of annual leave each calendar year.
- (c) All Employees on Continuing Appointments are entitled to access 150 hours (20 days/4 weeks) annual leave in advance from 1 January of each year (pro rata for Part-time Employees).
- (d) Annual leave may be taken in minimum periods of 3.75 hours ($\frac{1}{2}$ day).
- (e) If the period during which an Employee takes annual leave includes a University-observed public holiday prescribed in clause 51 (**Public Holidays and Limited Service Period**), the Employee is entitled to the public holiday and will not be on annual leave.
- (f) Subject to the approval of their Line Manager, an Employee may take:
 - (i) Accrued Annual Leave; or
 - (ii) up to 150 hours (20 days/4 weeks) of annual leave in advance; or
 - (iii) both.
- (g) A Line Manager will not unreasonably refuse an Employee's application for annual leave made in accordance with clause 36.1(f).
- (h) An Employee's entitlement to annual leave will not be affected by the Employee taking any other approved leave except for LWOP in excess of 10 consecutive working days.

36.2 Annual Leave Loading

- (a) Annual leave loading will be paid at a rate of 17.5% of an Employee's Full Rate of Pay paid during the leave period, up to the limit of payment equal to the Australian Bureau of Statistics average weekly earnings for all males (Australia) for the preceding May quarter.
- (b) Annual leave loading will be paid on a maximum of 150 hours (20 days) of annual leave.
- (c) A Part-time Employee is entitled to annual leave loading proportionate to hours worked.
- (d) Annual leave loading will be paid in November/December each year, or on cessation of employment of an Employee. Alternatively, an Employee may elect to take an additional 26.25 hours (3.5 days) leave in lieu of leave loading.
- (e) Leave in lieu of leave loading will accrue on 1 December in the year of election, is not cumulative, and is to be taken before 1 March in the following year.

36.3 Cessation of Employment

- (a) On cessation of employment an Employee will be paid out any Accrued Annual Leave and annual leave loading that has not been paid or taken.
- (b) An Employee who has been permitted to take annual leave and who ceases employment before completing the required Continuous Service to accrue the leave must refund the value of the unaccrued annual leave. The value of the unaccrued annual leave will be a salary overpayment and will be recovered in accordance with clause 35 (**Recovery of Outstanding Debts**).

36.4 Direction to take Excess Accrued Annual Leave

- (a) If an Employee has Excess Accrued Annual Leave, the taking of such leave will be managed in accordance with this Agreement and leave procedures established by the University.
- (b) The University will encourage and enable Employees to take annual leave each year and will send a notice to an Employee upon accrual of 30 days or 225 hours annual leave (or the pro rata equivalent for Part-time Employees) requesting them to submit a leave plan that will ensure they take leave of a nominated amount up to 20 days or 150 hours at a mutually agreeable time within 6 months.
- (c) Where accrued leave is in excess of 40 days then the Employee may be requested to submit a leave plan that will reduce accrued leave to below 30 days at a mutually agreeable time within 12 months.
- (d) If no leave plan is submitted within 4 weeks of issuing the notice to the Employee, then the Line Manager can direct the Employee, where it is reasonable to do so, to take leave of up to 20 days over the ensuing 6 months or the amount of leave required to reduce the balance of accrued leave to below 30 days over the ensuing 12 months.
- (e) Where an Employee is directed to take leave under this clause they will be given no less than 8 weeks' notice. The University must not require the Employee to take any period of paid annual leave of less than one week.

36.5 Annual Leave Travel Entitlements

An Employee employed at Kalgoorlie or Esperance who travels to Perth during annual leave is entitled to 15 hours (2 days) of additional annual leave per annum (pro rata for Part-time Employees).

36.6 Cashing out of Annual Leave

- (a) An Employee may make written application to the Head of People and Culture to cash out Accrued Annual Leave.
- (b) The Head of People and Culture will not approve an application for cashing out of Accrued Annual Leave unless the Employee has taken a period of at least 20 days annual leave within the previous 12 months.
- (c) Employees are advised to seek financial advice before making an application to cash out annual leave. Any acceptance of an application to cash out annual leave must be documented in a written agreement between the Employee and the University.
- (d) Any annual leave cashed out by an Employee will be paid in the full amount that would have been payable to the Employee had the Employee taken the period of leave being cashed out.

37. LONG SERVICE LEAVE (LSL)

37.1 Calculating Continuous Service

- (a) An Employee's Continuous Service will begin on the date of commencement of employment and end on the date of termination of employment or a Break in Service, whichever is the earlier. An Employee's Continuous Service will re-set to nil after a Break in Service.
- (b) The length of an Employee's Continuous Service is the total period of Continuous Service, less any periods of:
 - (i) Approved unpaid leave of more than 10 days in total during the period of Continuous Service; and
 - (ii) Any other absence from work, other than approved paid leave, approved unpaid leave of less than 10 days in total during the period of Continuous Service, or any other period of absence required to count towards the length of Continuous Service under applicable law.

37.2 Entitlement to LSL

- (a) An Employee accrues a LSL entitlement of 487.5 hours (65 days) for Full-time hours, or a proportionate entitlement for Part-time hours (according to any variations to ordinary working hours during the qualifying period) at the completion of each qualifying period of Continuous Service as set out in clauses 37.2(b), (c) or 37.2(d).
- (b) The initial qualifying period for a Professional and General Employee, including casuals, is as follows:
 - (i) if the Employee commenced employment with the University on or before 19 April 1994, 7 years of Continuous Service (including any recognition of prior service) and subsequent qualifying periods after each subsequent period of 7 years of Continuous Service;
 - (ii) if the Employee commenced employment with the University between 20 April 1994 and 31 December 2009 (inclusive), 10 years of Continuous Service (including any recognition of prior service) and subsequent qualifying periods after each subsequent period of 7 years of Continuous Service;
 - (iii) if the Employee commenced employment with the University on or after 22 October 2010, 7 years of Continuous Service (including any recognition of prior service) and subsequent qualifying periods after each subsequent period of 7 years of Continuous Service, save that clause 37.2(b)(iii) does not apply to a Casual Employee.
- (c) The qualifying period for an Academic Employee who commenced employment with the University on or before 23 April 1998 is an initial qualifying period of 7 years of Continuous Service (including any recognition of prior service) and subsequent qualifying periods after each subsequent period of 7 years of Continuous Service, save that this clause 37.2(c) does not apply to a Casual Employee.
- (d) All other Employees, including casuals, will accrue LSL on completion of 10 years' Continuous Service (including any recognition of prior service) and after each subsequent period of 7 years' Continuous Service.
- (e) An Employee accumulates, but is not entitled to access, their LSL on a daily basis at the rate prescribed in clauses 37.2(b), 37.2(c) or 37.2(d), as appropriate.

37.3 Access to LSL on a Pro rata basis

- (a) The University will grant an Employee early access to LSL on a pro rata basis, subject to the provisions of this clause, if the Employee:

- (i) has at least 7 years of Continuous Service at the University (including recognition of prior service), but is yet to complete their first qualifying period of LSL; or
 - (ii) has Continuous Service with the University beyond any qualifying period but is yet to complete their further qualifying period.
- (b) An Employee's entitlement to LSL will reduce proportionate to any amount the Employee has accessed on a pro rata basis.

37.4 Taking of LSL

- (a) An Employee who has completed an initial 7 years Continuous Service may take any or all of their accumulated LSL or accrued LSL or both as prescribed in clause 37.2(a) and clause 37.2(e) respectively, at a time of their choosing, subject to:
- (i) the approval of their Line Manager; or
 - (ii) the Employee giving as much written notice of such leave to their Line Manager as reasonably practicable, and no less than 2 weeks' written notice.
- (b) LSL may be taken in minimum periods of 1 day.
- (c) An Employee may apply to take LSL for double the period on half pay or half the period on double pay.
- (d) LSL will count as Continuous Service for the purposes of this Agreement, however, where LSL is taken on half pay or double pay, the period of leave that counts as Continuous Service will be the equivalent time value of the leave at Full Rate of Pay.
- (e) If the period during which an Employee takes LSL includes a University-observed public holiday prescribed in clause 51 (**Public Holidays and Limited Service Period**), the Employee is entitled to the public holiday and will not be on LSL.
- (f) An Employee will not engage in any employment for reward during any period when they are on LSL.

37.5 Recognition of Prior Service

- (a) For the purpose of calculating LSL, the University will recognise an Employee's service for which a LSL entitlement has not been paid at:
- (i) other tertiary institutions and the State and Commonwealth public sectors, provided that there is no Break in Service between the Employee's preceding employment and their appointment to the University; and
 - (ii) any other organisation which accepts reciprocal arrangements with the University.

37.6 Cashing Out LSL

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

37.7 Requirement to take Accrued LSL

- (a) An Employee will take any accrued LSL within 3 years of it being accrued, subject to the provisions of this clause.

- (b) In exceptional circumstances, if operational requirements have prevented an Employee from taking their accrued LSL as prescribed in clause 37.7(a), the Head of People and Culture may approve an application for extension of the period during which the accrued LSL must be taken, provided that the period of the extension cannot exceed 1 year and the leave will be taken at the time of an Employee's choosing.
- (c) If an Employee does not take accrued LSL within 3 years as prescribed in clause 37.7(a), and has not been granted an extension under clause 37.7(b), the University may direct the Employee to take some or all of that accrued LSL.
- (d) Where an Employee is directed to take that accrued LSL in accordance with clause 37.7(c), the time of taking leave will be determined by:
 - (i) agreement between the Line Manager and the Employee; or
 - (ii) the Employee giving their Line Manager at least 6 months' written notice of the time of taking leave; or
 - (iii) if neither clause 37.7(d)(i) nor (ii) has occurred within 10 working days of the direction to take the accrued LSL, the University may determine the time of taking leave, by giving the Employee 6 months' written notice of the required time for taking leave.
- (e) In endeavouring to reach agreement in accordance with clause 37.7(d)(d)(i), the Line Manager and the Employee will take into account:
 - (i) operational requirements; and
 - (ii) any mitigating circumstances raised by the Employee.

37.8 LSL and Ceasing Accrual for Pre-retirement Arrangements

Provisions relating to LSL for Employees who have entered into a pre-retirement arrangement with the University are prescribed in clause 74.4(**Pre-Retirement Arrangement Options**).

37.9 Paying out LSL on Cessation of Employment

- (a) On cessation of employment, unless otherwise instructed by the Employee, the University will pay the Employee as part of their cessation payment:
 - (i) LSL entitlement accrued on completion of any qualifying period; and
 - (ii) LSL accumulated in accordance with clause 37.2(a), subject to the Employee having completed an initial 7 years' Continuous Service (including any recognition of prior service).
- (b) Where the employment of a Professional and General Employee is terminated at the initiative of the University in accordance with clause 69 (**Performance Alignment**) or clause 70 (**Misconduct Management**), clause 37.9(a)(ii) will not apply.
- (c) Where the employment of an Academic Employee is terminated at the initiative of the University in accordance with clause 70 (**Misconduct Management**), clause 37.9(a)(ii) will not apply.
- (d) Notwithstanding clause 37.9(a), an Employee who resigns on the grounds of ill-health, or who has reached their superannuation preservation age and is leaving the workforce, or whose position is made Redundant, or who dies, will be entitled to payment of both accrued and accumulated LSL proportionate to their years of Continuous Service.

- (e) If an Employee performs their work exclusively in New South Wales, the University will pay the Employee as part of their cessation payment LSL accumulated in accordance with clause 37.2(a), subject to the Employee having completed an initial 5 years of Continuous Service (including recognition of prior service) if termination of employment is:
 - (i) at the initiative of the University for any reason other than the Employee's serious and wilful misconduct;
 - (ii) at the initiative of the University on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) by reason of the Employee's death.

37.10 LSL and Parental Leave

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

38. PERSONAL AND CARER'S LEAVE

38.1 Personal Leave Entitlement

- (a) A Full-time Employee is entitled to 105 hours (14 days) of Personal Leave on Full Rate of Pay for each year of Continuous Service, accessible from 1 January of each year.
- (b) A Part-time Employee is entitled to Personal Leave proportionate to hours worked.
- (c) A Casual Employee is not entitled to Personal Leave.
- (d) Personal Leave will accrue daily during periods of Continuous Service and any unused Personal Leave will accumulate from year to year.
- (e) Personal Leave may be taken in minimum periods of 1 hour.

38.2 Reasons for Personal Leave

- (a) An Employee may take Personal Leave for any of the following reasons:
 - (i) where the Employee is unfit for work due to personal illness or injury;
 - (ii) to attend an appointment with a registered health professional; or
 - (iii) to provide a member of the Employee's Immediate Family or household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.
- (b) An Employee may take Personal Leave for the following reasons, however, such leave will not exceed 37.5 hours (5 days) per calendar year:
 - (i) to attend to matters of a personal and pressing nature that require immediate attention; or
 - (ii) to attend to ceremonial or cultural events to comply with traditional customs and laws.

38.3 Cashing Out Personal Leave

- (a) An Employee who:
 - (i) is diagnosed as having a terminal illness; or
 - (ii) has applied to resign on the grounds of ill-health;

may apply to the University to have their accrued Personal Leave entitlements paid out in a lump sum.

- (b) The Employee will:
 - (i) provide the University with a medical certificate to support the diagnosis or application for ill-health resignation; and
 - (ii) consider the implications of this payment on other benefits they may be receiving.

38.4 Unpaid Carer's Leave Entitlement

- (a) Any Employee may take 15 hours (2 days) of Unpaid Carer's Leave for each occasion.
- (b) An Employee can only take Unpaid Carer's Leave if their paid Personal Leave is exhausted.

38.5 Reasons for Unpaid Carer's Leave

- (a) An Employee may take Unpaid Carer's Leave if:
 - (i) a member of the Employee's Immediate Family or household requires care or support due to personal illness or injury; or
 - (ii) it is related to a personal emergency affecting such a person.

38.6 Taking Unpaid Carer's Leave

Unpaid Carer's Leave can be taken as consecutive days or in separate periods as agreed between the Employee and their Line Manager, totalling 2 days for each occasion.

38.7 Special Personal Leave

- (a) Under circumstances where an Employee has exhausted all accrued Personal Leave, an Employee may be granted paid Special Personal Leave at the discretion of their Line Manager and / or the Head of People and Culture.
- (b) An Employee with a disability or chronic medical condition, or who cares for an Immediate Family member with a disability or chronic medical condition, and who has exhausted their paid Personal Leave may request assessment by the People Wellness Team to access Special Personal Leave of a set amount per annum (non-accruing). This leave (if approved) will then be accessible via the online leave booking process.

38.8 Taking Personal Leave or Carer's Leave

- (a) If an Employee does not fulfil the requirements of this clause, they may be considered to have taken unauthorised leave.
- (b) An Employee who is absent on Personal Leave for reasons prescribed in clause 38.2(a) or Unpaid Carer's Leave for reasons prescribed in clause 38.5(a) will, as soon as practicable, notify their Line Manager of their absence.
- (c) An Employee who is absent on Personal Leave taken in association with cultural reasons referred to in clause 38.2(b)(ii) will make every reasonable effort to gain prior approval from their Line Manager.
- (d) In the case of an ongoing absence, an Employee will keep their Line Manager informed of the continued requirement for leave.
- (e) Subject to clause 38.10(a), an Employee who is absent on Personal Leave or Unpaid Carer's Leave will, as soon as practicable but not later than the date of

their return to work, submit a leave application covering the period of their absence.

38.9 Evidence for Leave

- (a) Where an Employee takes Personal Leave for reasons prescribed in clause 38.2(a) for:
 - (i) 3 or more consecutive days; or
 - (ii) more than 7 days in total in a calendar year;the University may request evidence to support their absence.
- (b) Where evidence has been requested, the Employee will provide:
 - (i) a certificate from a registered healthcare provider to support their absence; or
 - (ii) where such a certificate is not practicable, a statutory declaration confirming the reason of their absence.

38.10 Return to Work after Extended Personal Leave

- (a) Where an Employee has been absent from work on Personal Leave for reasons prescribed in clause 38.2(a)(i)
 - (i) for a period in excess of 20 consecutive working days; or
 - (ii) for a period of 20 working days within a period of 6 consecutive months, and is neither under the care of a registered medical specialist nor been referred to a registered medical specialist, the University may for the purpose of assisting the Employee's safe return to work, require the Employee to provide, at the University's expense, a clearance to return to work from a registered medical specialist of the Employee's choosing.
- (b) Prior to the Employee returning to work, a return to work program will be negotiated as necessary between the Employee and their Union/Nominated Representative, and their Line Manager.
- (c) Where an Employee seeks a return to work program on their own accord, this may be negotiated between the Employee and their Union/Nominated Representative, and their Line Manager.
- (d) Any negotiated return to work program will be approved by an injury management professional and the Head of People and Culture.

38.11 Interactions with other Leave Types and Public Holidays

If an Employee is ill or injured during a period of annual leave or long service leave and the Employee provides medical evidence to that effect, the University will substitute the annual or long service leave with Personal Leave for the equivalent period. If the period during which an Employee is on Personal Leave includes recognised public holidays prescribed in clause 51, the Employee is entitled to the public holiday and will not be on Personal Leave.

39. ABORIGINAL AND TORRES STRAIT ISLANDER LEAVE

This clause only applies to Employees who identify and are accepted as members of Aboriginal and /or Torres Strait Islander communities.

- 39.1 Leave under this clause is non-cumulative.
- 39.2 A Part-time Employee may apply for Aboriginal and Torres Strait Islander Leave proportionate to hours worked (pro rata).
- 39.3 A Casual Employee is not entitled to paid Aboriginal and Torres Strait Islander Leave.
- 39.4 An Employee is entitled to:
- (a) paid leave up to a maximum of 5 working days per calendar year; and
 - (b) LWOP up to a maximum of 10 working days per calendar year.
- for the purpose of fulfilling ceremonial obligations, which may include relevant cultural events, initiation, birthing and naming, Sorry Business, funerals, smoking or cleansing, and sacred site or land ceremonies.
- 39.5 This leave is in addition to:
- (a) the cultural leave entitlements (5 working days per calendar year) prescribed at clause 38.2(b); and
 - (b) the LWOP entitlement (10 working days per calendar year) prescribed at clause 44.
- 39.6 The Paid leave entitlement prescribed at clause 39.5(a) can be taken at half pay.
- 39.7 As prescribed at clause 44.6, any continuous period of LWOP in excess of 10 working days will not count as Continuous Service for the purpose of this Agreement but will not constitute a Break in Service. An Employee who applies for LWOP is expected to have considered the implications of this leave on any other benefit to which they are entitled or may be receiving.
- 39.8 In addition, Employees will be entitled to 2 days of paid leave to participate in National Aboriginal and Islander Day Observation Committee (NAIDOC) week and/or events in NAIDOC week; and up to 3 days of workload time release for Curtin NAIDOC activities during or outside of NAIDOC week, to be agreed with their Line Manager.
- 39.9 Employees will notify their Line Manager, as soon as practicable, of the requirements to take the leave and the expected length of the leave.
- 39.10 If an Employee has exhausted all cultural leave available to them, they may be granted Special Personal Leave in accordance with clause 38.7.

40. COMPASSIONATE LEAVE

40.1 Paid Compassionate Leave Entitlement

- (a) An Employee may take 22.5 hours (3 days) of compassionate leave on Full Rate of Pay for each occasion when:
 - (i) a member of their Immediate Family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life and/or dies;
 - (ii) a baby in their Immediate Family or household is stillborn;
 - (iii) they have a miscarriage;
 - (iv) their current Spouse or de facto partner has a miscarriage.
- (b) A Casual Employee is not entitled to paid compassionate leave.
- (c) If an Employee has fully utilised their compassionate leave entitlement as prescribed in clause 40.1(a), they may be entitled to access Personal Leave as prescribed in clause 38, (**Personal and Carer's Leave**).

40.2 Unpaid Compassionate Leave Entitlement

- (a) All Employees, including Casual Employees, are entitled to unpaid compassionate leave subject to the provisions of clause 40.3.
- (b) Employees may take 22.5 hours (3 days) of unpaid compassionate leave for each occasion when:
 - (i) a member of their Immediate Family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life and/or dies;
 - (ii) a baby in their Immediate Family or household is stillborn;
 - (iii) they have a miscarriage;
 - (iv) their current Spouse or de facto partner has a miscarriage.

40.3 Taking Compassionate Leave

- (a) Compassionate leave can be taken as:
 - (i) consecutive days; or
 - (ii) separate periods as agreed between the Employee and their Line Manager,totalling 22.5 hours for each occasion.
- (b) An Employee who is absent on compassionate leave will, as soon as practicable, notify their Line Manager of the absence and keep their Line Manager informed of any continued requirement for leave.
- (c) An Employee who is absent on compassionate leave will, as soon as practicable, submit a leave application covering the period of their absence.
- (d) The University may request evidence of the need to take compassionate leave.

41. FAMILY AND DOMESTIC VIOLENCE LEAVE

41.1 Definitions

For the purposes of this clause, the following definitions apply:

Family and domestic violence is violent, threatening, or other abusive behaviour by a close relative of an Employee, a member of the Employee's household, or a current or former intimate partner on an Employee, that:

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

A close relative means a person who:

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

41.2 Entitlement

- (a) An Employee is entitled to 20 days' paid family and domestic violence leave (**FDV Leave**) in a 12-month period. This entitlement is inclusive of any entitlement to family and domestic violence leave to which the Employee is entitled under the FW Act.
- (b) FDV Leave:

- (i) is available in full at the start of an Employee's employment (start date) and upon the beginning of each subsequent 12-month anniversary of their start date;
 - (ii) does not accumulate from year to year; and
 - (iii) is available in full to all Employees, including Part-time and Casual Employees.
- (c) For the purposes of clause 41.2(b)(i):
- (i) the start date of an Employee who commenced employment prior to the commencement of this Agreement is the date of commencement of this Agreement;
 - (ii) an Employee will not be entitled to more than 20 days of FDV Leave in any 12-month period irrespective of how many separate contracts of employment they may have in that 12-month period.
- (d) An Employee may take FDV Leave as:
- (i) a single continuous 20-day period; or
 - (ii) separate periods of one or more days each; or
 - (iii) any separate periods to which the Employee and the University agree, including periods of less than one day.
- (e) The University will pay periods of FDV Leave:
- (i) in the case of Full-time and Part-time Employees, at the Employee's full rate of pay, as if the Employee had not taken the period of leave; or
 - (ii) for Casual Employees, at the Employee's full rate of pay, as if the Employee had worked the hours in the period for which the Employee was rostered or had accepted an offer to work those hours.
- (f) A Casual Employee may take a period of FDV Leave that does not include hours for which the Employee is rostered to work, however, the University is not required to pay the Employee for this period.
- (g) The University and the Employee may agree that the Employee may take paid or unpaid leave in addition to their FDV Leave entitlement.
- (h) If the period during which an Employee takes paid personal or carer's leave includes a period of FDV Leave, the Employee is taken not to be on paid personal or carer's leave for the period of FDV Leave.

41.3 Taking FDV Leave

- (a) An Employee may take FDV Leave if:
- (i) the Employee is experiencing Family and Domestic Violence; and
 - (ii) the Employee needs to do something to deal with the impact of the Family and Domestic Violence; and
 - (iii) it is impractical for the Employee to do that thing outside of the Employee's work hours.

41.4 Notice

An Employee must give the University notice of the taking of FDV Leave as soon as practicable (which may be at a time after the leave has started) and advise the University of the period, or expected period, of the leave.

41.5 Evidence

- (a) An Employee must, if required by the University, give the University evidence that would satisfy a reasonable person of the need to take FDV Leave. Depending on the circumstances, evidence may include a document issued by the Police, a court or family violence support service, or a statutory declaration.
- (b) The University will consult with the Employee regarding the handling of information concerning the Employee's requirement for FDV Leave, and will ensure, as far as it is reasonably practicable to do so, that all information concerning any notice or evidence of an Employee's request for FDV Leave is kept confidential.

41.6 Confidentiality

Nothing in this clause prevents the University from disclosing information provided by an Employee concerning their need to take FDV Leave if the disclosure is required by law or is necessary to protect the life, health or safety of the Employee or another person.

42. PARENTAL LEAVE

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

Employee Couple means two Employees who are the Spouse, de facto or partner of the other.

Partner means a Spouse, de facto or partner of the other member of the Employee Couple.

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

42.1 Eligibility for Parental Leave

- (a) A Casual Employee is entitled to Unpaid Parental Leave but is not entitled to paid Parental Leave.
- (b) An Employee is entitled to Parental leave and associated entitlements under this clause if the leave is in relation to:
 - (i) the birth of a child to the Employee, the Employee's Partner, Immediate Family or Member of Household; or
 - (ii) the placement of a child, age 16 years or younger, for adoption with the Employee, their Partner, Immediate Family or Member of Household
 and the Employee meets the minimum Continuous Service requirement of the leave type taken.
- (c) A Part-time Employee will be eligible for paid Parental Leave proportionate to hours worked in the 12 months immediately prior to the commencement of the Parental Leave.
- (d) If an Employee temporarily works less than their ordinary hours of work (Full-time or Part-time as applicable) during their pregnancy in accordance with clause 42.10, paid Parental Leave entitlements will be based on the Employee's ordinary hours of work.
- (e) A Fixed Term Employee will be eligible for paid and unpaid Parental Leave, however, the period of Parental Leave will not extend beyond the term of the Fixed Term Appointment.

- (f) To be eligible for a second or subsequent period of paid Parental Leave, an Employee must return to work for a continuous period of 12 months prior to the second or subsequent period of leave.

42.2 Unpaid Parental Leave

- (a) An Employee is entitled to up to 52 weeks of Unpaid Parental Leave provided that the Employee has a responsibility for the care of the child, regardless of their length of continuous service with the University.
- (b) In accordance with clause 42.14 an Employee may apply to extend their Parental Leave for up to an additional 52 weeks' unpaid leave.

42.3 Primary Caregiver Leave

- (a) In association with the birth of a child, an Employee is entitled to 26 weeks Full Rate of Pay or 52 weeks half pay, paid Parental Leave, subject to:
 - (i) completing 12 months' Continuous Service immediately prior to commencement of the leave;
 - (ii) the Employee being the Primary Caregiver of the child for the duration of the parental leave; and
 - (iii) the leave concluding before the child is 1 years old.
- (b) In association with the placement of a child for adoption, aged 5 years or younger, an Employee is entitled to 26 weeks Full Rate of Pay or 52 weeks half pay, paid Parental Leave, subject to:
 - (i) completing 12 months' Continuous Service immediately prior to commencement of the leave;
 - (ii) being the Primary Caregiver of the child for the duration of the leave; and
 - (iii) the leave concluding within the first year of the placement of the child.

42.4 Non-Primary Caregiver Leave (Partners)

- (a) An Employee is entitled to Non-Primary Caregiver leave subject to completing 12 months' Continuous Service immediately prior to the commencement of leave.
- (b) Where an Employee is the Non-Primary Caregiver, they are entitled to 3 weeks (or pro rata equivalent) paid Parental Leave. This leave is to be taken in a single continuous period at the time of birth, or the placement of a child for adoption.
- (c) An Employee is entitled to request up to 5 weeks unpaid Parental Leave which, if approved, is to be taken consecutively with any Non-Primary Caregiver leave granted in accordance with clause 42.4(b).
- (d) Where an Employee has taken Non-Primary Caregiver leave in accordance with this clause and later takes Primary Caregiver leave in accordance with clause 42.3, the total period of both entitlements will not exceed 26 weeks Full Rate of Pay or 52 weeks half pay ("pass the baton leave").

42.5 Employee Couple and Immediate Family or Member of Household Parental Leave

- (a) Where there are multiple eligible Primary Caregivers who are employees of the University, a combined entitlement of Paid Parental Leave for the care of a child will be no greater than 40 weeks.
- (b) Employee Couples may take Parental Leave concurrently provided the leave is not taken concurrently for greater than 8 weeks.

42.6 Late Term Miscarriage, Stillbirth or Perinatal Death Leave

Where pregnancy results in a late term miscarriage, stillbirth, or a perinatal death, being the period from 22 weeks gestation to 28 days after the birth and the Employee was otherwise entitled to paid Parental Leave under this clause, the Employee will retain an entitlement of up to 26 weeks paid Parental Leave. The Partner of the Birth Parent will retain an entitlement to 3 weeks paid Parental Leave.

42.7 Recognition of Service and Parental Leave

- (a) Paid Parental Leave will count as Continuous Service for the purposes of this Agreement.
- (b) Notwithstanding clause 42.7(a), where paid Parental Leave is taken on half pay, the period of leave that counts as Continuous Service will be the equivalent time value of the leave at Full Rate of Pay as calculated from the start date of the Parental Leave.
- (c) Unpaid Parental Leave of more than 10 days will not count as Continuous Service for the purposes of this Agreement but will not constitute a Break in Service.
- (d) If an Employee has already served 24 months or more of Continuous Service with the University, any period of approved unpaid leave of up to 13 weeks will count towards the 12 months Continuous Service required for the purposes of clauses 42.3(a)(i) 42.3(b)(i) and 42.4(a).
- (e) An Employee to whom clause 42.3(a) applies, will have any period of Unpaid Parental Leave count toward a completed year of service for the purposes of clause 67 (**Redeployment and Redundancy**).

42.8 Personal Leave Prior to Parental Leave

- (a) Prior to the commencement of Parental Leave, an Employee may access Personal Leave in accordance with clause 38, (**Personal and Carers Leave**) for the following purposes:
 - (i) in the case of a pregnant Employee or Partner:
 - (A) to attend antenatal appointments with a registered medical practitioner or health care service; or
 - (B) in relation to illness or pregnancy-related medical issues or procedures;
 - (ii) in the case of an adoptive parent, to attend compulsory interviews and other essential appointments related to the placement for adoption.
- (b) Where an Employee's Personal Leave entitlement has been exhausted and they require leave for the purposes prescribed in clause 42.8(a), the Employee is entitled to up to 15 hours (2 days) paid leave, after which if further leave is required, the Employee may apply for:
 - (i) LWOP, subject to Line Manager approval; or
 - (ii) Special Personal Leave, subject to approval of the Head of People and Culture.

42.9 Transfer to a Safe Job

- (a) If a pregnant Employee is fit for work, but illness or risks arising out of pregnancy connected with the work assigned to the Employee make it inadvisable for them to continue in their current position, the University will:
 - (i) modify the duties of the position accordingly;
 - (ii) transfer the Employee to a safe position at the same classification level; or

- (iii) place the Employee on no safe job leave which will be paid at the Full Rate of Pay for ordinary hours worked

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

- (b) Where clause 42.9(a)(i), or (a)(ii) are applied, all other terms and conditions of employment will be maintained.

42.10 Part time Work Prior to Parental Leave

An Employee may work less than their normal work hours during their pregnancy, for reasons associated with the pregnancy. A result of reduced hours of work under this clause will not impact the Parental Leave entitlement of the Employee.

42.11 Options for Taking Paid Parental Leave

- (a) An Employee may take all or part of their Paid Parental Leave on half pay.
- (b) An Employee may take Paid Parental Leave in conjunction with:
 - (i) Accrued Annual Leave or LSL at the conclusion of paid Parental Leave; and/or
 - (ii) Unpaid Parental Leaveprovided that the total duration of the leave absence does not exceed 52 weeks.
- (c) Paid Parental Leave must be taken in a single continuous period prior to taking any Unpaid Parental Leave subject to clause 42.2. provided that:
 - (i) an Employee who takes Parental Leave in accordance with clauses 42.2 and 42.3 may apply to take this leave intermittently within the single continuous period to accord only with the days upon which the Employee is the Primary Caregiver; and
 - (ii) paid Parental Leave and any other paid leave which the Employee is taking concurrently with the paid Parental leave is taken prior to taking of any unpaid Parental Leave.
- (d) After completion of at least 18 weeks of paid Parental Leave on full or half pay, an Employee may return to work, subject to the approval of their Line Manager, and use the equivalent of the remaining paid Parental Leave hours to supplement their salary. The Employee must acquit all paid Parental Leave within 52 weeks of commencement of the leave.
- (e) Where less than the full entitlement of paid or Unpaid Parental Leave is taken, the unused portion of the leave cannot be preserved.

42.12 Employee Obligations When Taking Parental Leave

- (a) An Employee will provide the University, as soon as practicable, or no later than 8 weeks before, written notice of the indicative date on which they intend to commence Parental Leave and the intended duration of the leave.
- (b) Where the intended start or end date of Parental Leave changes, the Employee should advise the University as soon as practicable.
- (c) Where Parental Leave is associated with the birth of a child, the Employee will provide the University with a certificate from a registered medical practitioner confirming the pregnancy and the estimated date of birth.
- (d) Where Parental Leave is associated with the placement for adoption of a child, the Employee will provide the University with written evidence from an appropriate authority confirming the date of placement or expected date of placement, and the age of the child.

- (e) The University may require an Employee to provide a statutory declaration to confirm their Primary Caregiver status when taking Primary Caregiver Leave or Unpaid Parental Leave.

42.13 Commencement of Duration of Parental Leave

- (a) A pregnant Employee may commence Parental Leave up to 6 weeks prior to the estimated date of birth but no later than the date of birth. If a pregnant Employee wishes to commence parental leave less than 6 weeks prior to the estimated date of birth, the Employee may be requested to provide the University with a medical certificate from a registered medical practitioner stating:
 - (i) they can continue to work; and
 - (ii) it is safe for them to do their normal job.
- (b) If an Employee is the Partner, Immediate Family Member or Member of the Employee's Household, taking leave in relation to the birth of a child, Parental Leave will commence on or after the date of birth of a child.
- (c) For an Employee who takes Parental Leave in association with the placement for adoption of a child, Parental Leave will commence on the legally recognised custody date.

42.14 Extended Parental Leave

- (a) An Employee may apply to extend their Parental Leave for up to an additional 52 weeks' unpaid leave.
- (b) An application for extended Parental Leave must be made in writing at least 8 weeks prior to the end of the Parental Leave.
- (c) If an extension of Parental Leave is approved by their Line Manager, the Employee may utilise:
 - (i) Paid leave entitlements (Annual Leave/Long Service Leave); and/or
 - (ii) Unpaid Parental Leave.

42.15 Casual Work Whilst on Parental Leave

- (a) Where approved by the University, an Employee may undertake employment as a Casual Employee while on Unpaid Parental Leave, but may not work while on Paid Parental Leave.
- (b) Where an Employee undertakes Casual work while on Unpaid Parental Leave, this will not constitute a break in, or extend, the period of Unpaid Parental Leave.

42.16 Consultation on Change

- (a) Where the University proposes to introduce major changes that are likely to impact on an Employee's position while they are on Parental Leave the University will:
 - (i) provide the Employee with information about the change; and
 - (ii) consult with the Employee regarding the impact of the proposed change on the Employee's position.

42.17 Keeping in Touch Days

- (a) **Keeping in Touch Day** means:
 - (i) a day on which an Employee performs work for the University during a period of Parental Leave, to enable the Employee to keep in touch with the

Employee's position, in order to facilitate a return to work after the end of the period of Parental Leave; and

- (ii) the Employee and the University have consented to the Employee performing work on that day; and
- (iii) the day is not within:
 - (A) 42 days after the birth, or placement of the child if requested by the Employer; or
 - (B) no earlier than 14 days after the birth or placement of the child if requested by the Employee.
- (b) An Employee who performs work on a Keeping in Touch Day will not break the continuity of the period of paid or unpaid Parental Leave.
- (c) The duration of work the Employee performs on a Keeping in Touch Day is not relevant.
- (d) An Employee on Parental Leave is entitled to up to 10 paid Keeping in Touch Days during a period of Parental Leave in accordance with Section 79A of the FW Act.

42.18 Returning to Work

- (a) An Employee will confirm in writing to their Line Manager their intention to return to work at least 8 weeks prior to the conclusion of the Parental Leave. In circumstances where it is not practicable, no less than 4 weeks' notice will be provided.
- (b) Upon return to work from Parental Leave, an Employee is entitled to:
 - (i) return to the substantive position held prior to commencing Parental Leave; or
 - (ii) if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and at least equivalent in pay to their pre-Parental Leave position (unless the Employee agrees to a different position).
- (c) Subject to business requirements, an Employee may apply to graduate their return to their usual hours of work or return to work on a Part-time basis for a defined period.
- (d) The University will consider all written applications for Part-time work on its merits and the reasonable business grounds of the University.
- (e) Should the University refuse an application, the Employee will be provided written reason for refusal.
- (f) If the University cannot establish reasonable business grounds for refusal, a trial period of Part-time work will be implemented.
- (g) Where a part time return to work is granted the employee may utilise accrued Annual Leave or Long Service Leave to maintain the hours paid pre-parental leave.

42.19 Childcare

- (a) The University is committed to being a family-friendly workplace and will endeavour to give flexibility in work hours and in child-feeding break periods, provided that required absences will be negotiated with the Employee's Line Manager. The University will ensure availability of appropriate facilities.

- (b) Pursuant to clause 42.19(a) an Employee with parental responsibilities will, in the first 12 months of returning from parental leave, be entitled to up to 1 hour per day paid child-feeding break period, or any greater period as negotiated with their Line Manager.

43. GENDER AFFIRMATION LEAVE AND SUPPORT

43.1 The University celebrates diversity and is committed to the promotion of inclusion and belonging. The University will support Employees who are affirming their gender (also but not only referred to as transitioning) in the workplace in a safe, positive and inclusive manner.

43.2 It is recommended that the Employee develop a transition plan in discussion with the Head of Diversity, Inclusion and Belonging, and that this plan provide guidance for further action to be undertaken and for the University to support the Employee.

43.3 The Head of People and Culture, or their delegate, and the Head of Diversity Inclusion and Belonging (if required) will assist the Employee to discuss their transition plan with their Line Manager.

43.4 The paid leave provisions of this Clause do not apply to Casual Employees.

43.5 Gender Affirmation Leave

- (a) An Employee who is transitioning gender (or otherwise defining their gender) is entitled to 20 days' paid leave per annum (non-accruing) for purposes incidental to that transition.
- (b) The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to the transition, or any other similar activity related to the Employee's transition.
- (c) The University may require supporting documentation for leave applications.
- (d) For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the Employee.
- (e) If the Employee has used all their paid leave under this clause, the Employee may apply for further paid leave via clause 38.7 (**Special Personal Leave**) and such leave will not be unreasonably refused.
- (f) If the Employee has exhausted all paid leave available to them, the Employee may apply for Leave Without Pay as per clause 44.
- (g) Applications for leave should be forwarded to the Head of People and Culture, or the Line Manager where the Employee is comfortable doing so. Applications will be dealt with confidentially and sensitively.

43.6 Other Related Matters

- (a) In addition to the above, the University will support Employees who are transitioning by updating relevant University records and information as per the transition plan and when requested.
- (b) The University will not tolerate discrimination based on gender, gender identity, gender history or sex.

44. LEAVE WITHOUT PAY (LWOP)

44.1 An Employee may be granted LWOP, subject to the approval of their Line Manager.

44.2 The Line Manager will consider an Employee's application for LWOP:

- (a) based upon the merits of the application and the operational requirements of the Employee's Faculty, School or Area; and
 - (b) normally, only if an Employee has exhausted all annual leave and LSL entitlements.
- 44.3 The Line Manager will provide the Employee with any refusal of LWOP in writing, at which time the Employee may appeal the Line Manager's decision to the Head of People and Culture.
- 44.4 The Head of People and Culture will confer with the Line Manager and respond in writing to the appellant within 10 working days of lodgement of the appeal.
- 44.5 An Employee may apply for additional LWOP, provided that:
- (a) an Employee who is to be granted a total continuous period of LWOP in excess of 12 months may be required to relinquish their substantive position; and
 - (b) where the Employee returns to the University after the period of LWOP, the University will provide the Employee with a suitable position at the same classification to that which they occupied prior to the LWOP.
- 44.6 Any continuous period of LWOP in excess of 10 working days will not count as Continuous Service for the purposes of this Agreement, but will not constitute a Break in Service.
- 44.7 An Employee who applies for LWOP is expected to have considered the implications of this leave on any other benefit to which they are entitled, or may be receiving.

45. STUDY LEAVE

The provisions of this clause do not apply to Casual Employees.

- 45.1 An Employee may apply for study leave of up to 5 hours in total per week on Full Rate of Pay, inclusive of travelling time.
- 45.2 To be eligible for study leave an Employee will hold a Continuing Appointment or a Fixed Term Appointment of more than 1 year duration.
- 45.3 A Part-time Employee may apply for study leave proportionate to hours worked.
- 45.4 Study leave may be granted subject to the approval of the Employee's Line Manager.
- 45.5 Study leave may be used for one or more of the following purposes during an Employee's normal working hours:
- (a) attendance at lectures and tutorials and examinations in a course of study approved by the University;
 - (b) participation in lectures and tutorials and examinations in an external course of study approved by the University;
 - (c) participation in collaborative research or web-based learning in an on-line course of study approved by the University;
 - (d) other study activities approved by the University.
- 45.6 Approval of study leave will be subject to a formal study load at least equivalent to the duration of the study leave being undertaken during the Employee's non-working hours.
- 45.7 The University may provide financial support to Employees taking study leave.
- 45.8 An Employee may be granted time off with pay to sit for examinations in approved courses of study.

46. WORKPLACE RELATIONS LEAVE

The provisions of this clause do not apply to Casual Employees.

- 46.1 An Employee will be granted workplace relations leave of up to 150 hours (20 days) leave on Full Rate of Pay every 2 calendar years to attend workplace relations training or business, inclusive of travelling time, subject to the operational requirements of the Faculty, School or Area.
- 46.2 A Part-time Employee may be granted workplace relations leave proportionate to hours worked.
- 46.3 If a University-observed public holiday falls during a period of workplace relations leave, the public holiday will be part of the leave and no days in lieu will be granted.
- 46.4 The University will not be responsible for costs associated with an Employee's attendance at workplace relations training.
- 46.5 An Employee required for a tribunal, court or Commission hearing to which the University is a party, will be granted leave with pay, which is in addition to that granted under clause 46.1.
- 46.6 Employee Obligations When Taking Workplace Relations Leave**
- (a) An Employee will submit an application for workplace relations leave for the purposes of clause 46.1 to their Line Manager at least 4 weeks prior to the training or business requirement, provided that the University may agree to a lesser period of notice.
 - (b) A written statement from the relevant Unions or industrial organisation will accompany an application for workplace relations leave, confirming that the Employee has been nominated to attend the training or business.

47. DEFENCE FORCE LEAVE

- 47.1 A Full-time or Part-time Employee who is a member of the Defence Force Reserves or the Cadet Force is entitled to:
- (a) up to 10 days leave on Full Rate of Pay (pro rata for Part-time Employees) per calendar year to attend routine defence training or defence service activities; and
 - (b) up to 10 days leave on Full Rate of Pay (pro rata for Part-time Employees) per calendar year for special purpose defence training or defence service activities.
- 47.2 The University may require the Employee to provide reasonable evidence of defence training or defence service activities.

48. JURY OR WITNESS SERVICE LEAVE

48.1 Entitlement

- (a) A Full-time or Part-time Employee required to serve on a jury or to attend as a witness under Commonwealth or State law is entitled to leave on Full Rate of Pay for the period consisting of one or more of the following:
 - (i) time when the Employee engages in the jury or witness service;
 - (ii) reasonable travelling time associated with the jury or witness service;
 - (iii) rest time of up to 1 day immediately following the jury or witness service only if such service has resulted in the Employee being sequestered overnight.

- (b) If a Full-time or Part-time Employee is required to serve on a jury or to attend as a witness under Commonwealth or State law during any period of paid leave, such leave will be reinstated for the equivalent period of the jury or witness service.
- (c) At the discretion of the University, a Casual Employee required to serve on a jury or to attend as a witness may receive pay for periods prescribed in clause 48.1(a) where:
 - (i) they would have been required for work; or
 - (ii) there is a reasonable likelihood that they would have been required to work.

48.2 Employee obligations when taking Jury or Witness Service Leave

- (a) An Employee taking jury or witness service leave will notify their Line Manager of:
 - (i) the requirement for the jury or witness service leave as soon as practicable and, if possible, in advance;
 - (ii) the period, or expected period, of the absence; and
 - (iii) if necessary, the ongoing requirement for jury or witness service leave.
- (b) The University may require the Employee to provide reasonable evidence of the requirement for jury or witness service leave.
- (c) An Employee who is absent on jury or witness service leave will, as soon as practicable, submit a leave application covering the period of their absence.

49. COMMUNITY SERVICE LEAVE

49.1 Entitlement

- (a) An Employee who engages in an Eligible Community Service Activity is entitled to leave on Full Rate of Pay for a reasonable period consisting of one or more of the following:
 - (i) time when the Employee engages in the activity;
 - (ii) travelling time associated with the activity;
 - (iii) rest time immediately following the activity.
- (b) For the purposes of this clause **Eligible Community Service Activity** means:
 - (i) voluntary emergency management activity;
 - (ii) donating blood or plasma to approved donor centres;
 - (iii) participating in sporting or cultural events if the Employee is a State or Commonwealth participant or official; and
 - (iv) any other activity prescribed by legislation or agreed to by the University.
- (c) Engagement in a **voluntary emergency management activity** is subject to the Employee:
 - (i) taking part in an activity relating to an emergency or natural disaster;
 - (ii) genuinely engaging in such activity on a voluntary basis; and
 - (iii) possessing a membership or a member-like association with a recognised emergency management body; and either

- (A) being requested by or on behalf of the emergency service body to engage in the activity; or
- (B) if a request is not made, there being a reasonable expectation in the circumstances that a request would have been made.

49.2 Employee obligations when taking Community Service Leave

- (a) An Employee taking community service leave will notify their Line Manager of:
 - (i) the requirement for the leave as soon as practicable, and if possible, in advance;
 - (ii) the period, or expected period, of the absence; and
 - (iii) if necessary, the ongoing requirement for leave.
- (b) An Employee who is absent on community service leave will, as soon as practicable, submit a leave application covering the period of the absence.
- (c) The University may require the Employee to provide reasonable evidence of the requirement for community service leave.

50. ACADEMIC STUDY PROGRAM (ACADEMIC EMPLOYEES)

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

51. PUBLIC HOLIDAYS AND LIMITED SERVICE PERIOD

This clause does not apply to Casual Employees.

51.1 Employees are entitled to be absent from work without loss of pay for the following University-observed public holidays:

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

51.2 If any of the days mentioned in clause 51.1 (other than Easter Sunday) falls on a Saturday or on a Sunday, an alternative day will be observed.

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

- 51.4 The University may request an Employee to work on the following public holidays:
- (a) Labour Day;
 - (b) Anniversary of the Sovereign;
 - (c) Western Australia Day.
- 51.5 Employees who are Technical Trades or Technical Trades Assistants working within the University building maintenance area may be requested to work the public holidays in clause 51.4.
- 51.6 Employees will not unreasonably be required to work on a public holiday, and may refuse a request to work on a public holiday (if their refusal is reasonable).
- 51.7 If an Employee agrees to work on any of the public holidays in clause 51.4; the Employee will be entitled to two and a half days (2.5) in lieu of each public holiday worked.

51.8 January 26 (Australia Day) Public Holiday Substitution

- (a) An Employee (excluding Casual Employees) may agree with their Line Manager to substitute another day for a day that would otherwise be the Australia Day (26 January) Public Holiday under the NES if the Australia Day Public Holiday falls on a day which the Employee would ordinarily work.
- (b) The agreed substituted day must fall within 12 months of the Australia Day Public Holiday and will not accrue.
- (c) If an Employee elects to substitute the Australia Day public holiday for another day in accordance with this clause, the Employee will not be entitled to receive the applicable public holiday penalty rates for work performed on the Australia Day Public Holiday.
- (d) Where an Employees elects to substitute the Australia Day Public Holiday for another day in accordance with this clause, terms and conditions of employment provided under this Agreement that are usually observed for public holidays will apply to the elected substitute day instead of the Australia Day Public Holiday.

51.9 University Limited Service Period

- (a) The University may observe a Limited Service Period of up to eight (8) business days over December/January of each year.
- (b) The University will designate two calendar days during the Limited Service Period as Curtin University Days, which are additional days of paid leave.
- (c) Full-time Employees who are employed over the Limited Service Period are entitled to be absent from work without loss of pay on the Curtin University Days.
- (d) Part-time Employees who are employed over the Limited Service Period are entitled to Curtin University Days on a pro-rata basis.
- (e) During the Limited Service Period Employees will be required to take:
 - (i) time off in lieu of any public holidays worked and Curtin University Days;
 - (ii) annual or other leave and observe public holidays; and
 - (iii) in the event that the Employee does not have sufficient Accrued Annual Leave, they may agree with the University to take annual leave in advance; failing which the Employee will be required to take leave without pay.
- (f) Where the University requests an Employee to work during the Limited Service Period an alternative time to take days in lieu can be agreed with the Line Manager.

- (g) Where the University requests an Employee to work on one or both Curtin University Days, an alternative time to take the Curtin University Day/s may be agreed with the Line Manager but the Curtin University Day/s must be taken prior to the commencement of the next Limited Service Period, failing which, they will be forfeited.

WORKPLACE FLEXIBILITY

52. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

52.1 An individual flexibility arrangement must:

- (a) meet the genuine needs of the University and the Employee; and
- (b) be genuinely agreed to by the University and the Employee.

52.2 An Employee may enter into an individual flexibility arrangement about any of the following matters:

- (a) the taking of additional leave without pay consequent upon the birth or placement for adoption of a child, in addition to the leave referred to in clause 42 (**Parental Leave**);
- (b) the taking of purchased leave in addition to the 4 weeks annual leave provided for in clause 36 (**Annual Leave**);
- (c) in the case of a Professional and General Employee, arrangements about when work is performed;
- (d) allowances referred to in clause 31 (**Allowances (Position Specific)**), clause 32 (**Allowances (Professional and General Employees)**); and
- (e) leave loading referred to in clause 36.2 (**Annual Leave Loading**).

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

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

52.4 The University will also ensure the individual flexibility arrangement:

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

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

52.6 The University or Employee may terminate the individual flexibility arrangement:

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

53. FLEXIBLE WORK ARRANGEMENTS

- 53.1 Full-time and Part-time Employees who have been employed by the University for at least 12 months and who meet one or more of the circumstances set out in clause 53.5 may request flexible working arrangements.
- 53.2 A Casual Employee who meets one or more of the circumstances set out in clause 53.5 may request flexible work arrangements provided that:
- (a) immediately before making the request they have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (b) they have a reasonable expectation of continuing employment by the University on a regular and systematic basis.
- 53.3 The University may only refuse an application for flexible work arrangements on reasonable business grounds. In refusing a request, the University will provide the Employee with its reason/s in writing.
- 53.4 Flexible work arrangements may include flexitime, annualised hours, job sharing, Part-time work, working from home or offsite, deferred salary schemes and purchased leave arrangements.
- 53.5 The University will support flexible work arrangements for Employees who:
- (a) are the parent, or have responsibility for the care of a child who is school aged or younger or is under 18 and has a disability;
 - (b) are a Carer (under the Carer Recognition Act 2010);
 - (c) have a disability;
 - (d) are 55 years or older;
 - (e) are experiencing family or domestic violence; or
 - (f) provide care or support to a member of their household or Immediate Family who requires care and support because of family or domestic violence.
- 53.6 All arrangements for the Employee to take time off under the terms of their agreed flexible work arrangement will be as approved by the Line Manager.
- 53.7 Line Managers are responsible for supervision of flexible work arrangements.

54. FLEXITIME

- 54.1 An Employee is entitled to access flexitime for time worked in excess of their ordinary hours of work, in accordance with the following provisions:
- (a) flexitime arrangements will be agreed in advance between the Employee and their Line Manager;
 - (b) a daily time and attendance record will be completed by the Employee;
 - (c) the hours worked will have been within Normal Operating Hours;
 - (d) the Employee works in excess of 7.5 hours per day and accumulates time to be taken on a time for time basis on a day approved by their Line Manager;
 - (e) the hours worked in any 1 day will not exceed 10 hours; and
 - (f) the hours worked over a fortnight will not exceed 82.5 hours.
- 54.2 An Employee will normally be expected to utilise their accumulated flexitime within 8 weeks of its accumulation, unless otherwise approved in writing by their Line Manager.

- 54.3 A Part-time Employee is not entitled to accumulate flexitime until they have worked in excess of their ordinary hours of work per day.
- 54.4 A maximum of 22.5 hours of accumulated flexitime may be paid out at the end of a calendar year, subject to the following:
- (a) the Employee has been unable to utilise flexitime; and
 - (b) the Employee has accumulated these hours.
- 54.5 Where the Employee has been unable to utilise flexitime, through no fault of the Employee, there will be no limitation on the flexitime that will be paid out.
- 54.6 The Employee may carry over their accumulated flexitime into the next calendar year with the approval of their Line Manager.
- 54.7 An Employee's absence on flexitime accumulated in accordance with this clause will not contribute to the accumulation of further flexitime.

55. PURCHASED LEAVE ARRANGEMENT

- 55.1 The University and an Employee may agree to enter into an arrangement whereby the Employee may purchase up to 10 weeks leave per year in addition to their annual leave entitlement.
- 55.2 The University will assess each application for a purchased leave arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 55.3 If an Employee is applying for purchased leave of between 5 and 10 weeks the University will give priority access to those Employees with carer responsibilities.
- 55.4 An Employee may agree to take a reduced salary spread over the 52 weeks of the year and receive the amounts of purchased leave set out in Table 17:

TABLE 17	
Number of Weeks Salary Spread Over 52 Weeks	Number of Weeks Purchased Leave
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

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

56. DEFERRED SALARY ARRANGEMENT

56.1 With the written agreement of the University, the Employee may elect to receive, over a 4 year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement. In such case, the period of attendance over the 4 year period will count as service on a proportionate basis for all purposes.

56.2 The University will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

56.3 On completion of the fourth year, the Employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

56.4 Where the Employee completes 4 years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance will not constitute a Break in Service and will count as service on a proportionate basis for all purposes.

56.5 The Employee may withdraw from this arrangement prior to completing a 4 year period by written notice. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

56.6 An Employee who applies for deferred salary is expected to have considered the implications of this deferral on any other benefit to which they are entitled, or may be receiving, as well as any taxation effects.

56.7 Variation of the Arrangements

As an alternative to clause 56.5, and only by mutual agreement of the University and the Employee, the provisions of the deferred arrangement may be varied subject to the following:

- (a) the term of the arrangement will not extend beyond that contemplated by this clause;
- (b) the variation will not result in any consequential monetary or related gain or loss to either the University or the Employee;
- (c) the percentage of salary to apply during the 12 months leave as specified in clause 56.3 will be calculated as 80% of the average ordinary hours of work over the previous 4 years.

57. SALARY PACKAGING

57.1 For the purposes of this clause **Total Employment Cost** means salary plus oncosts.

57.2 Notwithstanding the salary rates prescribed at Schedule 1 (**Employee Salaries**), an Employee will be able to enter into an individual salary package arrangement with the University that may result in their salary being reduced. All salary package arrangements will be in accordance with relevant taxation legislation.

57.3 The individual salary package arrangement agreed between the Employee and the University may provide for benefits to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the Total Employment Cost established by the University for that Employee.

- 57.4 An Employee will notify the University in writing of withdrawal from any individual salary package arrangement. The withdrawal will be effective as at the date of the next pay period in accordance with the terms of the agreed individual salary package arrangement.
- 57.5 Nothing in this clause will be taken to result in a reduction of entitlements currently available to any Employee who has entered into an individual salary packaging arrangement.

WORK PLANNING AND EMPLOYEE DEVELOPMENT

58. PERFORMANCE AND CAREER PLANNING

58.1 This clause does not apply to Casual Employees or Employees on a Fixed Term Appointment of less than 12 months.

58.2 Annual work plans

- (a) Employees and their Line Managers will work cooperatively to develop and implement annual work plans.
- (b) All Employees will complete an annual work plan, setting out details of current activities and development needs.
- (c) The work plans will normally take account of the following:
 - (i) the strategic goals and outcomes that reflect individual, team and organisational needs;
 - (ii) how progress towards these goals will be monitored;
 - (iii) how the results and outcomes of these goals will be assessed;
 - (iv) how the University will support the ongoing professional and career development of the Employee;
 - (v) how the University will give the Employee opportunity to access appropriate career development and training support as may be necessary for their role and responsibilities;
 - (vi) the expectations of the Employee and their Line Manager about professional responsibilities and the role the Employee plays in the University;
 - (vii) in the case of an Academic Employee, the Workload allocation plan.
- (d) These plans may form the basis for coaching/mentoring and for reviewing individual performance, and may be used for performance bonuses.
- (e) The University may only use data generated through the process of a student evaluation of teaching and learning for the purposes of assessing an Academic Employee's performance together with other sources of information.
- (f) Issues of Unsatisfactory Work Performance will be separate from those relating to Work Planning and Performance and will be addressed by Line Managers in accordance with clause 69 Performance Alignment.

58.3 Career and professional development

- (a) All Employees are entitled to be provided opportunities to undertake appropriate career and professional development activities. Such activities will balance both the needs of the University and the Employee.
- (b) In providing opportunities for career and professional development the University is guided by the following principles:
 - (i) encourage the acquisition of skills to develop a more highly skilled and flexible workforce;
 - (ii) provide Employees with greater employment opportunities through appropriate training and development;
 - (iii) aid the introduction of more flexible work arrangements;

- (iv) enable Employees to utilise their attained competencies and acquired skills with appropriate recognition;
 - (v) apply equity principles in providing Employees access to learning activities.
- (c) Career and professional development activities will be identified and incorporated in the Employee's work plan developed in accordance with this clause.

OTHER WORKPLACE MATTERS

59. WORKPLACE WELLNESS

59.1 Healthy Lifestyle Program

- (a) An Employee is entitled to participate in University-approved healthy lifestyle activities as provided for on the Wellbeing portal, utilising University services. Access to such activities will not be unreasonably denied by the Line Manager.
- (b) An Employee is entitled to up to a total of 2 hours per week paid time off to participate in the program. Not more than 1 hour paid time off is to be taken on any 1 day, unless otherwise agreed to by the Line Manager.
- (c) A Part-time Employee is entitled to paid time off on a proportionate basis of the Full-time entitlement.
- (d) An Employee is entitled to choose to take the paid time off immediately before or after their lunch break.
- (e) The costs of using University facilities for the program may be included in an individual salary package arrangement as specified in clause 57 (**Salary Packaging**).

59.2 Workplace Bullying

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

60. WORKPLACE REHABILITATION

- 60.1 The University will continue to facilitate the rehabilitation of an Employee who has suffered a compensable injury at work by endeavouring to provide the Employee with suitable alternative duties for a defined period.
- 60.2 The suitable alternative duties, hours of work and work patterns will be subject to agreement by the University, any approved workplace rehabilitation provider, the Employee and the Employee's treating medical practitioner.
- 60.3 In the event that agreement cannot be reached, the University may make a decision about suitable alternative duties, hours of work and work patterns provided that such decisions are not inconsistent with the current medical advice.

61. PROTECTIVE CLOTHING

- 61.1 If an Employee is required by the University to wear protective clothing, the University will, at no cost to the Employee:
 - (a) provide the Employee with the protective clothing;
 - (b) provide the Employee with replacement protective clothing as normal wear and tear occurs; and
 - (c) maintain any protective clothing worn by the Employee if they handle infectious or hazardous materials, or both.
- 61.2 The Employee will be responsible for the reasonable care and maintenance of protective clothing, except for that clothing as provided for at clause 61.1(c)

62. EMPLOYEE REPRESENTATION

- 62.1 The University and Employees agree to comply with the right of entry provisions in the Act.

62.2 Officials or representatives of the Unions will be given the opportunity to provide information to new Employees at formal induction programs.

62.3 Union/Nominated Representatives

62.4 Employees may be represented by their Union/Nominated Representative.

62.5 The Union/Nominated Representative will not unduly interfere with the work of the University.

62.6 Relevant managers will be given adequate prior notice in writing of a Union/Nominated Representative attending the workplace.

62.7 Employees who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, to represent Employees' interests in discussions and negotiations with University management.

62.8 Employees who are Union/Nominated Representatives will be given reasonable access to University facilities including but not limited to telephones, fax machines, email, photocopiers and meeting rooms.

62.9 The University will include a web link on the University intranet to the nominated website of the NTEU Branch.

62.10 The University will provide the Branch President of the Curtin Branch of the NTEU with a 30% time release each week to enable them to perform their union-related duties. If the Branch President is an Academic Employee, the remaining 70% will be allocated as per clause 19.

62.11 The University will provide the Branch Vice President of the Curtin Branch of the NTEU with a 20% time release each week to enable them to perform their union-related duties. If the Branch Vice President is an Academic Employee, the remaining 80% will be allocated as per clause 19. If there is more than one Branch Vice President, the 20% allocation can be shared across multiple positions.

62.12 Material which assists Employees' general understanding of conditions of employment may be displayed in the workplace by the Unions or Nominated Representatives (in accordance with University guidelines).

62.13 The NTEU may hold up to 3 union meetings per year during working time. Employees who are NTEU members will be able to attend these meetings during working time.

62.14 Employees who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, for the purpose of negotiation of an agreement to replace this Agreement.

63. INSURANCE AND INDEMNITY

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

64. EMPLOYMENT RECORDS

64.1 An Employee's employment records will be retained securely by the University.

64.2 An Employee is entitled to examine, copy and comment on material retained in their employment records.

DISPUTE RESOLUTION

65. DISPUTE RESOLUTION PROCEDURE

65.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to resolve the dispute (**Dispute**).

65.2 All Employees or other parties covered by the Agreement are able to raise a Dispute as per this clause.

65.3 For the purposes of the procedures in this clause, an Employee may be represented by a Union or Nominated Representative, as chosen by the Employee.

65.4 In the first instance, the parties to the Dispute must try to resolve the Dispute at the workplace level.

65.5 If the Dispute cannot be resolved locally, it must be escalated in writing to the Head of People and Culture or the appropriate representative of senior management within 5 working days otherwise the Dispute lapses.

65.6 Upon receipt of a written notice of escalation, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 5 working days, unless a different timeline is agreed in writing.

65.7 If the Dispute is not resolved as provided by 65.4 or 65.6, a party to the Dispute may refer the matter, within 10 working days, to the FWC or by agreement to another person or body for resolution. If the Dispute is not referred for resolution within the specified timeframe, then the Dispute lapses.

65.8 If the Dispute is referred to:

- (a) The FWC, the FWC may deal with the Dispute through conciliation and/or arbitration, in order to resolve the Dispute the outcome of which will be binding on the parties, subject to either party to the dispute exercising a right of appeal, or
- (b) Another person or body, then that person or body may deal with the Dispute in a manner as agreed by the parties.

65.9 Until the earlier resolution of the Dispute or 5 working days after the internal procedures described in clauses 65.5 and 65.6 have concluded:

- (a) An Employee must continue to perform any work as lawfully directed by the University unless:
 - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or,
 - (ii) there are other lawful grounds to refuse to comply with a direction.
- (b) The University, subject to clause 65.11 will not make any significant change directly related to the Employee(s) and the Dispute raised under this clause.

65.10 Where a Dispute relates to clause 66 (**Change and Consultation**) and the matter is referred to the FWC as per clause 65.7, the University will not implement significant workplace change relating to matters under Dispute while an application for an interim order by the FWC is pending, subject to the Employee and/or Nominated Representative using their best endeavours to expedite the FWC process.

65.11 Nothing in this clause prevents:

- (a) the termination of an Employee's employment during or at the end of a probation or confirmation period or on grounds of unsatisfactory performance, Serious

Misconduct, redundancy or ill health or the cessation of a Fixed Term contract; and/or

- (b) the University proceeding with the implementation of significant workplace change where the implementation of that change does not have a direct and significant effect on the Employee(s) subject to the notice of Dispute.

65.12 If, at the time this Agreement commences operation, the Commission or another body is dealing with a dispute (**Old Dispute**) arising under the Curtin University Academic, Professional and General Staff Agreement 2017-2021 (**Former Agreement**), the Commission or the other body shall continue to hear and determine the Old Dispute in accordance with clause 65 of the Former Agreement and the Commission/other body shall accept the record of the Old Dispute, including any applications, evidence, submissions etc., as steps already taken under clause 65 of the Former Agreement and shall determine the matter in accordance with the substantive law, including the terms of the Former Agreement. This applies to matters only just commenced, to those which are part heard, where there is a decision reserved, and to appeals.

CHANGE MANAGEMENT, REDEPLOYMENT AND REDUNDANCY

66. CHANGE AND CONSULTATION

66.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.

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

66.3 Workplace change is deemed to be significant if it results in one or more of the following:

- (a) ceasing employment due to redundancy;
- (b) major changes in the composition, operation or size of the University's or School/Area workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the need for transfer to another campus;
- (e) the restructuring of jobs or technological change where this will have a material impact on the day to day work practices of Employees;

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

66.4 For a change to the Employees' regular Roster or ordinary hours of work the University will:

- (a) provide information to the Employees about the change;
- (b) invite Employees to provide their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) take into account any views given by the Employees about the impact of the change.

66.5 Step 1 - Consultation on significant workplace change

- (a) Where the University has developed a definitive written proposal for significant change, the University will engage in Formal Consultation with affected

Employees and their Union(s) or other nominated representative(s) regarding the significant workplace change.

- (b) Formal Consultation will include provision of the written proposal which sets out:
 - (i) the nature of the proposed change and underlying rationale including the relevant financial rationale (other than information which is commercial-in-confidence);
 - (ii) information about the significant change (other than information which is subject to legal privilege or is commercial-in-confidence);
 - (iii) the significant impact the change is likely to have on affected Employees;
 - (iv) where a position is proposed to be disestablished, details of how any remaining work from that position will be redistributed without adverse impact on remaining employees;
 - (v) reasonable timeframes for consultation, being not less than 10 working days;
 - (vi) any measures that the University is considering to avert or mitigate any material adverse effect of the proposed significant change on the Employees;
 - (vii) any health and safety implications;
 - (viii) any equity implications.
- (c) The University will provide the opportunity to meet and confer with affected Employees on the proposed change and any potential alternative proposals.
- (d) The University will provide the opportunity for affected Employees to submit written responses within the consultation timeframe.
- (e) The University will include in the written proposal the likely impact of the proposed change on other work areas and any proposed redistribution of work from a position that is proposed to be disestablished.
- (f) The University will give genuine consideration to matters raised during the stated Formal Consultation timeframe by Employees and their Union(s)/Nominated Representative(s) and include details of this consideration in a change implementation plan.

66.6 Step 2 - Implementation of Significant Workplace Change

- (a) The University will provide the affected Employees and the Unions or other nominated representative(s) with a copy of a change implementation plan.
- (b) The University will continue to consult with and support Employees who are affected during the implementation of significant change, and will implement any reasonable opportunities for avoiding or mitigating any detrimental outcomes for affected Employees.

66.7 Step 3 - Transfer of Employees

- (a) During the implementation of significant workplace change, where the University is able to identify a suitable alternative position that meets the definition of Suitable Alternative Employment the University may transfer an Employee to that position. The transfer is subject to the University giving the Employee 10 working days' written notice of the transfer.
- (b) A Professional or General Employee will not be transferred to a position classified two (2) Higher Education Worker levels below their pre-transfer substantive classification level or lower without their consent. Should the Professional or

General Employee consent to the transfer, their salary will be maintained at their pre-transfer substantive classification level for a period of 12 months.

- (c) The Employee may request a review of the transfer at any time during the transfer notice period and up to 4 weeks following the transfer. The request will be in writing to the Head of People and Culture or nominee and will include a statement of the issues to be taken into account which may indicate:
 - (i) the position is not Suitable Alternative Employment as defined in clause 3; or
 - (ii) there is a valid and significant detrimental impact on the Employee or the School/Area due to the transfer.
- (d) The Head of People and Culture or nominee will assess the suitability of the transfer, taking into account any issues identified at clause 66.7(c). The decision of the Head of People and Culture or nominee is final, subject to the Dispute Resolution Procedure of this Agreement, and will be notified to the Employee and the Line Manager.

67. REDEPLOYMENT AND REDUNDANCY

67.1 This clause applies to Academic and Professional & General Employees who are Continuing Employees. For the purposes of this clause the following definitions apply:

Redeployment Period means the 10-week redeployment period commencing on and from the date immediately following the 2-week Decision Period.

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

- (a) a date confirmed by the Head of People and Culture as determined by calculating the number of weeks for which any redundancy payment would be made in accordance with (A) + (B) + (C) of Table 18 of this clause; or
- (b) 40 weeks from the end date of the Redeployment Period.

Redeployee means an Employee whose job has been declared Redundant.

67.2 Application

67.3 Redundancy will be an option of last resort. Any decision to make a position Redundant will be based on fair and objective criteria.

67.4 The provisions of this clause will apply where the University decides to make a position or positions Redundant and an Employee on a Continuing Appointment occupies any such position.

67.5 The provisions of this clause do not apply to:

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

67.6 Obligations

- (a) The University will ensure that the decisions and processes prescribed in this clause are managed in accordance with Curtin's Values, are based on Natural

Justice and Procedural Fairness and are properly documented. A copy of Curtin's Values will be available to Employees on the Employees Portal.

- (b) Employees and Line Managers who are affected by the provisions of this clause will engage in any redeployment process constructively and cooperatively.
- (c) A Redeployee's substantive salary, including all scheduled salary increases under this Agreement, will be maintained for the period of the redeployment.
- (d) The University will seek to maximise redeployment opportunities for Redeployees through assistance with training, career counselling, job search and other relevant support, including engagement of relevant external organisations.
- (e) An Employee will have Redeployee status from the date declared within the notice of the position being made Redundant and will retain their Continuing Appointment status, subject to clauses 67.10(c), 67.10(e), 67.10(f), 67.11(c) and 67.11(e).
- (f) The University will consider whether any vacant or newly created continuing positions are Suitable Alternative Employment for a Redeployee before the position/s is/are advertised, in which case the Redeployee (if they wish) will be interviewed prior to any other applicants to the position/s, and the interviewer/s will be alerted to the Redeployee's redeployment status.
- (g) Where a Redeployee is unsuccessful in obtaining the position, they will be provided feedback in writing as to why.

67.7 Notification of Redundancy

- (a) The determination and notification of Redundant positions will occur following the completion of clause 66.6 (**Implementation of Significant Workplace Change**).
- (b) The University will provide a Redeployee whose position is to be made Redundant written notice of the date the position will be made Redundant and the reasons why the position is Redundant.

67.8 Immediate Redundancy

If the University and the Redeployee agree, the Redeployee may elect, in writing, to immediately cease employment with the University and receive a redundancy payment in accordance with clause 67.12 and payment of 12 weeks salary in lieu of any redeployment.

67.9 Decision Period

During the Decision Period, the Redeployee will elect to accept in writing either the Redeployment Period or to cease employment with the University and receive a redundancy payment in accordance with clause 67.12 and payment of 10 weeks salary in lieu of any redeployment. Where the Redeployee provides their written decision prior to the end of the Decision Period, they are also entitled to payment in lieu of the balance of any unused portion of the Decision Period.

67.10 Redeployment Period

- (a) During the Redeployment Period, the University is entitled to offer by written notice to the Redeployee, Suitable Alternative Employment. The Redeployee will accept or reject the written offer within 5 working days on the following basis:
 - (i) if the Redeployee accepts the offer, the Redeployee's transfer to the position will be confirmed in writing to the Redeployee. The Redeployee may accept the offer conditional upon a trial period of up to 6 weeks. At

any time during the trial, or at the conclusion of any trial period, the Redeployee will agree to the transfer or reject the offer;

- (ii) if the Redeployee rejects the offer of Suitable Alternative Employment, their employment is terminated and they are entitled to redundancy payment in accordance with clause 67.12, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- (b) Subject to clause 67.10(a), a Redeployee who accepts a transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this clause.
- (c) Where a Redeployee fails to accept or reject the offer, and the University has made reasonable effort to seek a response, the Redeployee will be deemed to have rejected the offer and will be entitled to redundancy payment in accordance with clause 67.12, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- (d) If no Suitable Alternative Employment is immediately available, the Redeployee will undertake, for the duration of the Redeployment Period, the work required of any appointment to suitable non-continuing position or any work commensurate with their skills and abilities as directed by their Line Manager.
- (e) Where a Redeployee elects, in writing, to cease employment with the University at any time during the Redeployment Period, they will be entitled to a redundancy payment in accordance with clause 67.12, and payment in lieu of the balance of any unused portion of the Redeployment Period.
- (f) At the conclusion of the Redeployment Period, if no Suitable Alternative Employment has been identified, the University may cease employment and pay the redundancy entitlement in accordance with clause 67.12 or, where the Redeployee is a Professional and General Employee, they may elect to commence an Extended Redeployment Period.

67.11 Extended Redeployment Period (Professional and General Employees only)

This clause only applies to Professional and General Employees.

- (a) During the Extended Redeployment Period, the University is entitled to offer by written notice to the Redeployee, Suitable Alternative Employment. The Redeployee will accept or reject the written offer within 5 working days on the following basis:
 - (i) if the Redeployee accepts the offer, the Redeployee's transfer to the position will be confirmed in writing to the Redeployee. The Redeployee may accept the offer conditional upon a trial period of up to 6 weeks. At any time during the trial, or at the conclusion of any trial period, the Redeployee will agree to the transfer or reject the offer; or
 - (ii) if the Redeployee rejects the offer of Suitable Alternative Employment, their employment is terminated and they are entitled to redundancy payment in accordance with clause 67.12.
- (b) Subject to clause 67.11(a), a Redeployee who accepts transfer to Suitable Alternative Employment is no longer entitled to a redundancy payment under this clause.
- (c) Where a Redeployee fails to accept or reject the offer, and the University has made reasonable effort to seek a response, the Redeployee will be deemed to have rejected the offer and will be entitled to redundancy payment in accordance with clause 67.12.

- (d) If no Suitable Alternative Employment is immediately available, the Redeployee will undertake, for the duration of the Extended Redeployment Period, the work required of any appointment to a suitable non-continuing position or any work commensurate with their skills and abilities as directed by their Line Manager.
- (e) At the conclusion of the Extended Redeployment Period, if no Suitable Alternative Employment has been identified, the University will terminate the Redeployee's employment.
- (f) The University will pay the prescribed redundancy entitlement in accordance with clause 67.12 less the amount equivalent to the salary received during the Extended Redeployment Period.

67.12 Redundancy Payment

- (a) A redundancy payment will comprise (A) + (B) + (C) + (D) + (E) as prescribed in Table 18 provided that (A) + (B) + (C) will not exceed 82 weeks in total.
- (b) The redundancy payment will be calculated based on the Redeployee's salary rate at the date of cessation of employment and any variation(s) in service fraction over the total period of employment.

Table 18: Redundancy Payments			
	Age	Entitlement	Maximum
A	45 years or over	8 weeks' pay for the first year of service or part thereof, and 8 weeks pro rata for each subsequent year of service	24 weeks' pay
	40 – 44 years	7 weeks' pay for the first year of service or part thereof, and 7 weeks' pay pro rata for each subsequent year of service	21 weeks' pay
	39 years or under	6 weeks' pay for the first year of service or part thereof, and 6 weeks' pay pro rata for each subsequent year of service	18 weeks' pay
B	4 weeks' pay in lieu of notice; or 5 weeks' pay in lieu of notice where the Employee is over 45 and has a minimum of 5 years continuous service		
C	Separation pay calculated on the basis of 3 weeks salary for each completed year of service		
D	Payment in lieu of all Accrued Annual Leave and annual leave loading at the date of termination		
E	The Employee's accrued and pro rata LSL at the date of termination		

- (c) Subject to clause 42.7 (**Recognition of Service and Parental Leave**), for the purposes of Table 18, in determining "each completed year of service" an Employee who has been absent on any period of unpaid parental leave will have that period counted as if they were at work in their pre-parental leave position.

67.13 Re-employment with the University

Where an Employee has received a redundancy payment in accordance with clause 67.12 they will be ineligible for appointment to any position at the University for a period

at least equal to the number of weeks' pay received in accordance with (A), (B) and (C) in Table 18.

68. REVIEW OF REDUNDANCY DECISIONS (ACADEMIC EMPLOYEES ONLY)

- 68.1 An Academic Employee may, within 14 working days after being notified of the Redundancy, seek a review by the Provost or nominee of the decision to declare their job Redundant.
- 68.2 The role of the Provost or nominee in the review will be to assess whether the job is genuinely Redundant and the criteria used were fair and objective and provide their opinion on this matter.
- 68.3 The time period from the lodgement of a request for review by the Employee and the finding being provided to the Employee will be applied as part of the Redeployment Period available to the Employee.

EMPLOYEE CONDUCT AND WORK PERFORMANCE

69. PERFORMANCE ALIGNMENT

This clause does not apply to Casual or probationary Employees.

69.1 If an Employee is not meeting and maintaining University work performance expectations, the University may decide to take action to remedy the unsatisfactory work performance.

69.2 Prior to commencing any formal or disciplinary action in relation to unsatisfactory performance:

- (a) the Employee's Line Manager must have met with the Employee to discuss, informally, the issues concerning unsatisfactory work performance; and
- (b) the University must have taken measures, or tried to take measures, to assist the Employee to improve their work performance.

69.3 Without limitation the measures a Line Manager may use to address unsatisfactory performance include:

- (a) arranging work performance counselling for the Employee;
- (b) providing a work performance improvement plan and regular feedback on performance for the Employee;
- (c) undertaking any other action that is appropriate; and/or
- (d) supporting the Employee to address the unsatisfactory work performance and identifying areas where professional development may occur.

69.4 The Line Manager will set out the details of the improvement required and the measures to facilitate improved sustained performance and will advise the Employee in writing of a reasonable timeframe for these improvements to be met.

69.5 Where work performance remains unsatisfactory the University may take action, including disciplinary action, up to and including termination of employment.

69.6 Sanctions

(a) The sanctions that may be imposed by the University in response to a finding of Unsatisfactory Work Performance in accordance with the provisions of this clause include formal censure or reprimand and one of the following:

- (i) withholding or reducing an increment;
- (ii) transfer to another position within the University;
- (iii) removal from University office bearing roles;
- (iv) reversion to a substantive appointment if a variation to employment contract exists (if reversion results in appointment to a lower classified position it will be deemed to be a demotion for the purposes of this clause);
- (v) demotion to a lower classified position; or
- (vi) termination of employment with appropriate notice or payment in lieu thereof.

(b) The University will notify the Employee in writing of any sanctions and reasons for the decision.

(c) Within 5 working days of receiving notice as per clause 69.6(b) for termination, reversion to substantive appointment or demotion, an Employee may lodge a notice with the University specifying their intention to make a submission to a

Review Committee as to why their sanction is unreasonable. An Employee provided with notice of termination will be placed on suspension without pay while the review process is concluded.

- (d) Within 5 working days of lodging the notification as per clause 69.6(c), the Employee will lodge their submission for consideration by a Review Committee. The Review Committee will consider the Employee's submission and any other documents provided by the University.
- (e) Upon receipt of the Review Committee report, the Head of People and Culture or nominee will:
 - (i) confirm the original sanction and effective date; or
 - (ii) impose a different sanction as described in clause 69.6; or
 - (iii) confirm in writing a decision not to take any disciplinary action.
- (f) Where a decision to terminate is not confirmed, suspension without pay will cease and remuneration for the period without pay will be reimbursed to the Employee.
- (g) The decision of the Head of People and Culture or nominee will be final, subject to the jurisdiction of any court or tribunal that, but for this clause, would have jurisdiction to deal with the matter.
- (h) The provisions of clause 65 (**Dispute Resolution Procedure**) will not be available in relation to sanctions reviewable under this clause.

70. MISCONDUCT MANAGEMENT

This clause does not apply to Casual or probationary Employees.

- 70.1 All Employees are required to behave in a respectful and courteous manner consistent with their obligations under the University's Code of Conduct and all laws of the State and Commonwealth.
- 70.2 All parties are able to be represented as provided for under this Agreement.
- 70.3 The University will manage and address allegations of Misconduct and/or Serious Misconduct in respect of all Employees covered by this Agreement in accordance with its Policies and Procedures.
- 70.4 For the purposes of this clause the following terms have the following meanings:

Misconduct includes but is not limited to:

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

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

- (a) wilful or deliberate behaviour that is inconsistent with the continuation of an Employee's employment; or
- (b) conduct that causes an imminent and serious risk to the health and safety of a person, animal or environment, except where the Employee is able to show that,

in the circumstances the conduct engaged in by the Employee was not conduct that was unreasonable; or

- (c) the Employee in the course of the Employee's employment engaging in theft, fraud or assault; or
- (d) the Employee being intoxicated at work; or
- (e) circumstances where the Employee has engaged in repeated misconduct; or
- (f) a serious breach of the Research Code.

70.5 Consideration of Allegations

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

70.6 Sanctions

- (a) The sanctions that may be imposed by the University in response to a finding of Misconduct or Serious Misconduct in accordance with the provisions of this clause include formal censure or reprimand and any one or more of the following, although no more than one of (iv) to (ix) may be imposed:
 - (i) directive from Line Manager(s) to undertake relevant training and education;
 - (ii) withholding an increment;
 - (iii) withdrawal of other benefits;
 - (iv) transfer to another suitable position in the University;
 - (v) removal from any appointment or Office to which the Employee is assigned by the University, while remaining in the employ of the University;

- (vi) reversion to substantive appointment where a variation to employment contract exists;
 - (vii) demotion by one or more classification levels or increments;
 - (viii) termination of employment with notice; or
 - (ix) termination of employment without notice.
- (b) Termination of employment may only be applied in the case of findings of Serious Misconduct.
 - (c) The University will notify the Employee in writing of any sanctions imposed and reasons for the decision including a copy of the investigation report. Sensitive information may be withheld or redacted from the investigation report where it is considered reasonable to do so by the University.
 - (d) Within 5 working days of receiving notice per clause 70.6(c) for termination, reversion to substantive appointment or demotion, the Employee may lodge a notice with the University specifying their intention to make a submission to a Review Committee as to why the sanction is unreasonable. An Employee provided with notice of termination will be placed on suspension without pay whilst the review process is concluded.
 - (e) Within 5 working days of lodging the notification as per clause 70.6(d), the Employee will lodge their submission for consideration by a Review Committee. The Review Committee will consider the Employee's submission and any other documents provided by the University.
 - (f) Upon receipt of the Review Committee report the Head of People and Culture or nominee will:
 - (i) confirm the original disciplinary sanction and effective date; or
 - (ii) impose a different disciplinary sanction as described in clause 70.6(a); or
 - (iii) confirm in writing a decision not to impose any disciplinary sanction.
 - (g) Where a decision to terminate is not confirmed, suspension without pay will cease and remuneration for this period of suspension without pay will be reimbursed to the Employee.
 - (h) The decision of the Head of People and Culture or nominee will be final, subject to the jurisdiction of any court or tribunal that, but for this clause, would have jurisdiction to deal with the matter.
 - (i) The provisions of clause 65 will not be available in relation to sanctions reviewable under this clause.

CEASING EMPLOYMENT

71. RESIGNATION BY AN EMPLOYEE

This clause does not apply to Casual Employees.

71.1 Unless otherwise agreed between the Employee and their Line Manager:

- (a) an Academic Employee may terminate their employment with the University with 13 weeks' written notice; and
- (b) a Professional and General Employee may terminate their employment with the University with 4 weeks' written notice.

71.2 If an Employee fails to provide the notice prescribed in clause 71.1, the University may withhold from monies due to the Employee on termination the equivalent to the period of notice not given to a maximum of 4 weeks.

72. TERMINATION BY THE UNIVERSITY

72.1 An Employee's employment with the University may only be terminated at the initiative of the University under this Agreement in accordance with the following clauses:

- (a) clause 10.2 (**Probationary Period**);
- (b) clause 14 (**Curtin Research Contracts**);
- (c) clause 67 (**Redeployment and Redundancy**);
- (d) clause 69 (**Performance Alignment**);
- (e) clause 70 (**Misconduct Management**);
- (f) clause 73 (**Termination on the Grounds of Ill-Health**).

72.2 Where the University terminates the employment of an Employee, it will provide notice as specified in each of the relevant clauses.

73. TERMINATION ON THE GROUNDS OF ILL-HEALTH

73.1 If the relevant Executive Manager forms a view that an Employee's ongoing capacity to perform their duties is in doubt, they may by providing written notice of no less than 4 weeks, require the Employee to undergo a specialist medical assessment.

73.2 The University will bear the cost of the medical assessment. A copy of the medical specialist's written report will be made available to the Executive Manager and the Employee.

73.3 If the medical specialist's report reveals that:

- (a) the Employee is unable to perform their full duties with provision of any reasonable adjustments; and
- (b) is unlikely to be able to resume them within a reasonable period, being not less than 52 weeks.

the University may terminate the Employee's employment in accordance with the notice required by the Employee's contract of employment or, if no notice is specified:

- (c) in the case of an Academic Employee, a period of 26 weeks' notice; and
- (d) in the case of a Professional and General Employee, 8 weeks' notice.

73.4 If an Employee, prior to the expiry of the notice period under this clause, applies to their superannuation fund for ill-health retirement or temporary disability benefit, the

requirement for a medical assessment under this clause will lapse. No further action under clause 73.1 will be taken by the University, unless the Employee's application process is terminated for any reason and the Executive Manager remains of the view formed at clause 73.1, in which case the process under this clause will continue.

- 73.5 Within 10 working days of the medical specialist's report being made available, the Employee or their Union/Nominated Representative may request the Head of People and Culture not terminate the employment until the findings of the medical specialist's report are confirmed by a medical specialist as agreed between the University and the Employee.
- 73.6 The relevant Executive Manager may construe an Employee's failure to comply with the provisions of clause 73.1 within 13 weeks as prima facie evidence that a medical assessment would have found that the Employee:
- (a) is unable to perform their duties; and
 - (b) is unlikely to resume them within a period of not less than 52 weeks,
- and the University may terminate the Employee's employment in accordance with the notice required by the Employee's contract of employment.
- 73.7 The refusal to undertake a medical assessment, including failure to attend an appointment without notice, will not constitute Misconduct or lead to a greater penalty or loss of entitlement than would have resulted from an adverse medical report.

74. PRE-RETIREMENT ARRANGEMENTS

- 74.1 A Full-time Employee on a Continuing Appointment may apply to enter into a Pre-retirement Contract with the University in accordance with the provisions of this clause 74.
- 74.2 The Employee will be responsible for investigating the impact of the Pre-retirement Contract on their superannuation, leave entitlements, and taxation prior to committing to the contract.
- 74.3 An Employee may apply to the Head of People and Culture or nominee to vary the Pre-retirement Contract in the event of exceptional circumstances beyond the control of the Employee. The application must be supported by relevant information. A variation to the Pre-retirement Contract will require the agreement of the Employee, the relevant Line Manager and the Head of People and Culture or nominee.

74.4 Pre-Retirement Arrangement Options

- (a) An Employee may seek to include in their Pre-retirement Contract one of the two transitional retirement arrangements as provided in clause 74.4(b) or 74.4(c).
- (b) If the Employee nominates a retirement date which is at least 3 years and no more than 5 years in advance:
 - (i) the Employee may reduce their normal time fraction (FTE) to no less than 50% (0.5 FTE); and
 - (ii) the University will continue to pay to the Employee's superannuation fund:
 - (A) the employer contribution amount as if the Employee had not reduced their time fraction as part of this pre-retirement arrangement; and
 - (B) the difference between the Employee's employee contribution amount as a result of this pre-retirement arrangement and the previous employee contribution amount.

- (c) Alternatively, if the Employee nominates a retirement date which is less than 3 years in advance the Employee will be paid an additional salary benefit of 10% payable on base salary, subject to:
 - (i) the requirements of the Faculty, School or Area; and
 - (ii) the additional salary benefit is payable on monies received at termination, except for accrued or pro rata leave entitlements accumulated prior to the date of commencement of the new Pre-retirement Contract.
- (d) An Employee's employer superannuation contribution will be paid in accordance with the Employee's superannuation scheme.
- (e) The pre-retirement arrangements will prevail if there is inconsistency between the provisions of this clause and any provisions for leave.

74.5 Long Service Leave and Pre-retirement Arrangements

An Employee who has accrued an initial LSL entitlement may elect to forego accruing further LSL and in lieu receive a 3% increase in salary as a condition of a Pre-retirement Contract.

75. VOLUNTARY EARLY RETIREMENT

75.1 The University may offer a voluntary early retirement scheme in accordance with Australian Taxation Office requirements.

75.2 The IMCC may consider and comment to the University on the conditions of the scheme.

SCHEDULES

SCHEDULE 1 - EMPLOYEE SALARIES

1. All tables of Schedule 1 Employee Salaries reflect the salary increases provided at clause 28, Salary and Increments.
2. **Table 1** shows the minimum annual salary prescribed for the appropriate classification level of Academic Employee positions.
3. **Tables 3 and 4** show the minimum annual salary prescribed for the appropriate classification level of Professional and General Employee positions.

TABLE 1 - ACADEMIC EMPLOYEE SALARIES						
Classification	Point	As at 30-Jun-21	As per Clause	7-Jul-23	5-Jul-24	20-Jun-25
			28.3 3.0%			
\$ per annum						
Associate Lecturer						
ALA	1	72,655	74,835	77,828	80,552	83,371
ALA	2	76,710	79,011	82,172	85,048	88,024
ALA	3	80,773	83,196	86,524	89,552	92,687
ALA	4	84,831	87,376	90,871	94,052	97,343
ALA	5	88,132	90,776	94,407	97,711	101,131
ALA	6*	91,431	94,174	97,941	101,369	104,917
ALA	7	94,732	97,574	101,477	105,029	108,705
ALA	8	98,028	100,969	105,008	108,683	112,487
Lecturer						
ALB	1	103,101	106,194	110,442	114,307	118,308
ALB	2	106,912	110,120	114,524	118,532	122,681
ALB	3	110,709	114,030	118,591	122,742	127,038
ALB	4	114,523	117,959	122,677	126,971	131,415
ALB	5	118,327	121,877	126,752	131,188	135,780
ALB	6	122,133	125,797	130,829	135,408	140,147
Senior Lecturer						
ALC	1	125,937	129,715	134,904	139,625	144,512
ALC	2	129,748	133,640	138,986	143,850	148,885
ALC	3	133,550	137,556	143,059	148,066	153,248
ALC	4	137,358	141,479	147,138	152,288	157,618
ALC	5	141,161	145,396	151,212	156,504	161,982
ALC	6	144,971	149,320	155,293	160,728	166,354
Associate Professor						
ALD	1	151,317	155,857	162,091	167,764	173,635
ALD	2	156,390	161,082	167,525	173,388	179,457
ALD	3	161,463	166,307	172,959	179,013	185,278
ALD	4	166,536	171,532	178,393	184,637	191,099
Professor						
ALE	1	194,454	200,287	208,299	215,589	223,135
Head of School Allowance^						
(Code 222S)	10%	19,446	20,029	20,831	21,560	22,314
Deputy Head of School Allowance^						
(Code 222NS)	5%	9,723	10,015	10,415	10,780	11,157
Dean's Allowance						
(Code 104)	10%	19,446	20,029	20,831	21,560	22,314
(Code 104) NS	10%	19,446	20,029	20,831	21,560	22,314
* Minimum salary level for PhD appointments and Subject Coordinator Point						
^ Percentage of ALE						

NOTE : Table 2 – Scholarly Teaching Fellows removed

TABLE 3 - PROFESSIONAL AND GENERAL EMPLOYEE SALARIES						
Classification	Point	As at 30-Jun-21	As per Clause	7-Jul-23	5-Jul-24	20-Jun-25
			28.3 3.0%			
General Employee						
\$ per annum						
G02	1	55,545	57,211	59,500	61,582	63,738
G02	2	56,680	58,380	60,716	62,841	65,040
G02	3	57,531	59,257	61,627	63,784	66,016
G03	1	58,380	60,131	62,537	64,725	66,991
G03	2	60,089	61,891	64,367	66,620	68,951
G03	3	61,789	63,643	66,188	68,505	70,903
G03	4	63,495	65,400	68,016	70,396	72,860
G04	1	66,901	68,908	71,664	74,173	76,769
G04	2	68,034	70,075	72,878	75,429	78,069
G04	3	69,173	71,248	74,098	76,691	79,376
G04	4	70,307	72,416	75,313	77,949	80,677
G05	1	72,578	74,756	77,746	80,467	83,283
G05	2	74,850	77,095	80,179	82,986	85,890
G05	3	77,122	79,436	82,613	85,504	88,497
G05	4	79,393	81,775	85,046	88,022	91,103
G06	1	83,942	86,460	89,919	93,066	96,323
G06	2	85,642	88,211	91,740	94,951	98,274
G06	3	87,348	89,968	93,567	96,842	100,231
G06	4	89,051	91,722	95,391	98,730	102,186
G07	1	92,457	95,231	99,040	102,506	106,094
G07	2	94,733	97,575	101,478	105,030	108,706
G07	3	97,000	99,910	103,906	107,543	111,307
G07	4	99,271	102,249	106,339	110,061	113,913
G08	1	103,813	106,927	111,205	115,097	119,125
G08	2	106,084	109,266	113,637	117,614	121,731
G08	3	108,358	111,609	116,073	120,136	124,340
G08	4	110,632	113,951	118,509	122,657	126,950
G09	1	120,855	124,480	129,460	133,991	138,681
G09	2	123,120	126,814	131,886	136,502	141,280
G09	3	125,395	129,157	134,323	139,024	143,890
G09	4	127,666	131,496	136,756	141,543	146,497
G10 (10A)	1	129,370	133,251	138,581	143,432	148,452
G10	2	135,620	139,689	145,276	150,361	155,624
G10	3	141,861	146,117	151,962	157,280	162,785
G11 (10B)	1	149,249	153,726	159,876	165,471	171,263
G11	2	156,056	160,738	167,167	173,018	179,074
G11	3	162,876	167,762	174,473	180,579	186,900

TABLE 4 - PROFESSIONAL EMPLOYEE SALARIES - PERSONAL GRADE						
Classification	As at 30-Jun-21		As per Clause		As at 30-Jun-25	
	28.3	7-Jul-23	5-Jul-24	20-Jun-25	3.5%	3.5%
Professional Employee (ex 2005-2008 Agreement ONLY) Personal or movement between these levels to occur						
G11.6	185,592	191,160	198,806	205,764	212,966	223,389
G13.1	194,675	200,515	208,536	215,835		
\$ per annum						

TABLE 4 - PROFESSIONAL AND GENERAL EMPLOYEE SALARIES (JOINT LEVELS)

Classification Point		As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
\$ per annum						
GJ01	1	51,569	53,116	55,241	57,174	59,175
GJ01	2	52,703	54,284	56,456	58,432	60,477
GJ01	3	53,836	55,451	57,669	59,687	61,776
GJ01	4	55,545	57,211	59,500	61,582	63,738
GJ01	5	56,680	58,380	60,716	62,841	65,040
GJ01	6	57,531	59,257	61,627	63,784	66,016
GJ02	1	55,545	57,211	59,500	61,582	63,738
GJ02	2	56,680	58,380	60,716	62,841	65,040
GJ02	3	57,531	59,257	61,627	63,784	66,016
GJ02	4	58,380	60,131	62,537	64,725	66,991
GJ02	5	60,089	61,891	64,367	66,620	68,951
GJ02	6	61,789	63,643	66,188	68,505	70,903
GJ02	7	63,495	65,400	68,016	70,396	72,860
GJ03	1	58,380	60,131	62,537	64,725	66,991
GJ03	2	60,089	61,891	64,367	66,620	68,951
GJ03	3	61,789	63,643	66,188	68,505	70,903
GJ03	4	63,495	65,400	68,016	70,396	72,860
GJ03	5	66,901	68,908	71,664	74,173	76,769
GJ03	6	68,034	70,075	72,878	75,429	78,069
GJ03	7	69,173	71,248	74,098	76,691	79,376
GJ03	8	70,307	72,416	75,313	77,949	80,677
GJ04	1	66,901	68,908	71,664	74,173	76,769
GJ04	2	68,034	70,075	72,878	75,429	78,069
GJ04	3	69,173	71,248	74,098	76,691	79,376
GJ04	4	70,307	72,416	75,313	77,949	80,677
GJ04	5	72,578	74,756	77,746	80,467	83,283
GJ04	6	74,850	77,095	80,179	82,986	85,890
GJ04	7	77,122	79,436	82,613	85,504	88,497
GJ04	8	79,393	81,775	85,046	88,022	91,103
GJ05	1	72,578	74,756	77,746	80,467	83,283
GJ05	2	74,850	77,095	80,179	82,986	85,890
GJ05	3	77,122	79,436	82,613	85,504	88,497
GJ05	4	79,393	81,775	85,046	88,022	91,103
GJ05	5	83,942	86,460	89,919	93,066	96,323
GJ05	6	85,642	88,211	91,740	94,951	98,274
GJ05	7	87,348	89,968	93,567	96,842	100,231
GJ05	8	89,051	91,722	95,391	98,730	102,186

TABLE 4 - PROFESSIONAL AND GENERAL EMPLOYEE SALARIES (JOINT LEVELS)						
Classification Point	As at 30-Jun-21	As per Clause 28.3	\$ per annum			
			7-Jul-23	5-Jul-24	3.5%	3.5%
G106	1	83,942	86,460	89,919	93,066	96,323
G106	2	85,642	88,211	91,740	94,951	98,274
G106	3	87,348	89,968	93,567	96,842	100,231
G106	4	89,051	91,722	95,391	98,730	102,186
G106	5	92,457	95,231	99,040	102,506	106,094
G106	6	94,733	97,575	101,478	105,030	108,706
G106	7	97,000	99,910	103,906	107,543	111,307
G106	8	99,271	102,249	106,339	110,061	113,913
G107	1	92,457	95,231	99,040	102,506	106,094
G107	2	94,733	97,575	101,478	105,030	108,706
G107	3	97,000	99,910	103,906	107,543	111,307
G107	4	99,271	102,249	106,339	110,061	113,913
G107	5	103,813	106,927	111,205	115,097	119,125
G107	6	106,084	109,266	113,637	117,614	121,731
G107	7	108,358	111,609	116,073	120,136	124,340
G107	8	110,632	113,951	118,509	122,657	126,950
G108	1	103,813	106,927	111,205	115,097	119,125
G108	2	106,084	109,266	113,637	117,614	121,731
G108	3	108,358	111,609	116,073	120,136	124,340
G108	4	110,632	113,951	118,509	122,657	126,950
G108	5	120,855	124,480	129,460	133,991	138,681
G108	6	123,120	126,814	131,886	136,502	141,280
G108	7	125,395	129,157	134,323	139,024	143,890
G108	8	127,666	131,496	136,756	141,543	146,497
G111	1	149,249	153,726	159,876	165,471	171,263
G111	2	156,056	160,738	167,167	173,018	179,074
G111	3	162,876	167,762	174,473	180,579	186,900

SCHEDULE 2 - CASUAL SALARY RATES (ACADEMIC EMPLOYEES)

The provisions of this Schedule 2 do not apply to Professional and General Employees or Academic Employees appointed to positions in Curtin English.

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

These rates are derived from hourly base rates calculated using the formulae identified in this Schedule 2, and will be applied based upon the explanatory notes contained in this Schedule 2.

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

SCHEDULE 2 TABLE 1 - CASUAL SALARY RATES (ACADEMIC EMPLOYEE)							
	Refer Formula	Code	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
(A) Lecturing			\$ Per Lecture				
Normal Lecture <i>(1hr delivery, 2 hrs assoc. working time)</i>	F1	ASLE1	205.60	211.77	220.24	227.95	235.93
Repeat Lecture <i>(As above - applies to subsequent lectures of substantially the same subject matter within 7 days of original lecture)</i>	F1	ASLE2	137.07	141.18	146.83	151.96	157.28
Developed Lecture <i>(1 hr delivery, 3 hrs assoc. working time)</i>	F1	ASLE3	274.14	282.36	293.65	303.93	314.57
Specialised Lecture <i>(1 hr delivery, 4 hrs assoc. working time)</i>	F1	ASLE4	342.67	352.95	367.06	379.91	393.21

SCHEDULE 2 TABLE 1 - CASUAL SALARY RATES (ACADEMIC EMPLOYEE)						
Refer	Code	As per Clause	As at 30-Jun-21	As at 30-Jun-21	As at 30-Jun-21	As at 30-Jun-21
Formula		28.3	3.0%	3.0%	4.0%	3.5%
		7-Jul-23	5-Jul-24	20-Jun-25		
(B) Tutorials						
Tutorial	F3	ASTU1	147.52	151.95	158.02	163.55
<i>(1 hr delivery, 2 hrs assoc. working time)</i>						
Tutorial Rate as above, where duties include full subject co-ordination or Employee possesses a relevant doctoral qualification	F2	ASTU2	175.83	181.10	188.35	194.94
Repeat Tutorial	F3	ASTU4	98.35	101.30	105.35	109.04
<i>(1 hr delivery, 1 hr assoc working time - applies to subsequent delivery of substantially the same subject matter within 7 days)</i>						
Repeat Tutorial as above where duties include full subject co-ordination or Employee possesses a relevant doctoral qualification	F2	ASTU5	117.22	120.74	125.57	129.96
(C) Marking						
Marking as a supervising examiner or requiring significant exercise of academic judgement appropriate to an Academic Employee at Level B (Lecturer) status	F1	ASMK1	68.54	70.60	73.41	75.98
Standard marking where duties include full co-ordination or the Employee possesses a relevant doctoral qualification	F2	ASMK2	58.61	60.37	62.78	64.98
Standard marking	F3	ASMK3	49.18	50.66	52.67	54.52
						56.43

SCHEDULE 2 TABLE 1 - CASUAL SALARY RATES (ACADEMIC EMPLOYEE)							
	Refer Formula	Code	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
(D) Undergraduate Clinical Nurse Education							
\$ Per Session							
Little Preparation Required <i>(1 hr delivery, 0.5 hrs assoc. working time)</i>	F3	ASNU1	73.76	75.97	79.01	81.78	84.64
Little Preparation Required - where duties include full subject co-ordination or the Employee possesses a relevant doctoral qualification.	F2	ASNU2	87.92	90.56	94.17	97.47	100.88
Normal Preparation Required <i>(1 hr delivery, 1 hr assoc. working time)</i>	F3	ASNU3	98.35	101.30	105.35	109.04	112.85
Normal Preparation Time - where duties include full subject co-ordination or the Employee possesses a relevant doctoral qualification	F2	ASNU4	117.22	120.74	125.57	129.96	134.51
(E) Other Required Academic Activity							
\$ Per Session							
Demonstrations, workshops, field excursions, student consultation, etc. <i>(as detailed Note E)</i>	F3	ASOR1	49.18	50.66	52.67	54.52	56.43
Above activities - where duties include full subject co-ordination or the Employee possesses a relevant doctoral qualification	F2	ASOR2	58.61	60.37	62.78	64.98	67.25

SCHEDULE 2 TABLE 1 - CASUAL SALARY RATES (ACADEMIC EMPLOYEE)						
Refer	Code	As at 30-Jun-21	As per Clause	7-Jul-23	5-Jul-24	20-Jun-25
Formula			28.3	3.0%	4.0%	3.5%
(F) Musical Accompanying with Special Educational Services						
		\$ Per Session				
Musical Accompanying	F3	ASMU1	98.35	101.30	105.35	109.04
<i>(1 hr delivery, 1 hr preparation time)</i>						
Musical Accompanying where duties include full subject co-ordination or the Employee possesses a relevant doctoral qualification	F2	ASMU2	117.22	120.74	125.57	129.96
(G) Casual Academic Employee Induction			\$ Flat Rate			
Casual Academic Employee Induction Program		AS11	40.00	40.00	40.00	40.00

SCHEDULE 2 TABLE 2 - CASUAL SALARY RATES (ACADEMIC EMPLOYEE - MEDICAL DISCIPLINE)							
	Code	As at 30-Jun-21	As per Clause 28.3	7-Jul-23	5-Jul-24	20-Jun-25	
			3.0%	4.0%	3.5%	3.5%	
		\$ Per Session					
Casual Academic Employee Medical Discipline							
Clinical Skills Practical (formerly known as Clinical Skills Tutorials) <i>(1.5 hrs Delivery and 1.5 hrs Preparation)</i> <i>Practical per session payments include directly associated duties such as preparation, competency assessment, brief student consultation</i>	ASMS1	382.10	393.56	409.30	423.63	438.45	
Problem-Based Learning Tutorials <i>(2 hrs Delivery and 1 hr Preparation)</i> <i>Case-based learning facilitation per session payments include directly associated duties such as preparation, competency assessment, brief student consultation</i>	ASMS2	382.10	393.56	409.30	423.63	438.45	
Clinical Lectures <i>(1 hr Delivery and 2 hrs Preparation)</i> <i>Activities include presentations and discussion about patient-centred care including current management principles and practices.</i> <i>Lecture rate includes a clinical loading. Standard Curtin University rates are payable for all other lecture types.</i>	ASMS3	382.10	393.56	409.30	423.63	438.45	
Clinical skills practical repeat (Formerly knowns as Clinical skills repeat tutorial) <i>(1.5hr Delivery no preparation)</i> <i>Practical repeat per session payments include directly associated duties such as preparation, competency assessment, brief student consultation</i>	ASMS4	191.05	196.78	204.65	211.81	219.23	
Clinical Intensive Workshop (Formerly known as Clinical Seminar) <i>(1 hr Delivery and 1 hr Preparation)</i> <i>Facilitate and supervise highly interactive and intensive session with students working on cases with an emphasis on problem solving in small groups. Seminar rate includes a clinical loading.</i>	ASMS5	254.74	262.38	272.88	282.43	292.31	
Clinical Intensive Workshop Supervision (formerly known as Clinical Tutorial Supervision) <i>(1hr Delivery no Preparation)</i> <i>Support supervising employee in workshops and team-teaching arrangements</i>	ASMS6	127.37	131.19	136.44	141.21	146.16	
Other Required Academic Activity <i>(1 hr Preparation)</i> <i>Refers to development of teaching and assessment materials unless otherwise specified.</i> <i>Lecture rate includes a clinical loading. Standard Curtin University rates are payable for all other lecture types.</i>	ASOR3	84.93	87.48	90.98	94.16	97.46	
Student consultation (specialised) <i>(1 hr Delivery no Preparation)</i> <i>Provide expert consultation and mentoring of students outside of a scheduled class, within specialised course/unit consultation, usually Medical Professionalism coaching</i>	ASOR4	127.37	131.19	136.44	141.21	146.16	
* Where none of the above rates apply, please refer to Schedule 2 Table 1 rates as applicable.							

Formula 1 (F1)

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

Full-Time Level B Step 2 Annual \$/ 52

37.5 + 25% = Casual hourly rate

Formula 2 (F2)

The hourly base rate applicable where the duties include full subject coordination or the Academic Employee possesses a relevant doctoral qualification is determined by reference to the 6th step of the Full-time Level A scale and calculated as follows:

Full-Time Level A Step 6 Annual \$/ 52

37.5 + 25% = Casual hourly rate

Formula 3 (F3)

The hourly base rate applicable to all other duties including tutoring rates, other than those covered by Formula 2, is determined by reference to the second step of the Full-time Level A scale and calculated as follows:

Full-Time Level A Step 2 Annual \$/ 52

37.5 + 25% = Casual hourly rate

EXPLANATORY NOTES:

Note A

Lecture means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University. A lecture may form part or all of a seminar.

The relevant lecture rate is payable for each hour of lecture delivered. The rate is inclusive of delivery of a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and provision of direct associated non-contact duties in the nature of preparation, marking conducted within the lecture and student consultation.

The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days and any direct associated non-contact duties in the nature of marking conducted within the lecture and student consultation.

Note B

Tutorial means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University. A tutorial may form part or all of a seminar.

The relevant tutorial rate is payable for each hour of tutorial delivered. The rate is inclusive of delivery of a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and provision of directly associated non-contact duties in the nature of preparation, marking conducted within the tutorial and student consultation.

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days and any direct associated non-contact duties in the nature of marking conducted within the tutorial and student consultation.

Note C

The relevant marking rate is payable for any and all assessment or marking work other than that undertaken within the educational delivery described in Notes A, B, D, or E.

Note D

Undergraduate clinical education means the conduct of undergraduate education in a clinical setting.

The relevant undergraduate clinical education rate will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, marking conducted within the clinical education setting, and student consultation.

Note E

Other required academic activity includes, but is not limited to work that a person, acting as or on behalf of the University requires the Casual Employee to perform and that is performed in accordance with any such requirement, being work of the following nature:

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

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

The relevant other required activity rate will be paid for each hour of activity delivered as required and demonstrated to have been performed.

Note F

Musical accompanying with special educational service means the provision of musical accompaniment to one or more students or 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.

For musical accompanying, a Casual Employee will be paid for each hour of accompanying as well as for 1 hour of preparation time for each hour of accompanying delivered.

SCHEDULE 3 - ALLOWANCES

1. Meal Break during Overtime Allowance

- (a) The following allowance(s) is payable in accordance with clause 24.4 (**Meal Break – Overtime**).
- (b) The rates prescribed in this Schedule 3, clause (1) reflect those payable under the Higher Education Industry - General Employees - Award 2020 as at 14 November 2022.

Per Occurrence	\$17.62
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2. Camping Allowance

The following allowance(s) is payable in accordance with clause 30.1

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

3. Dirty Work Allowance

The following allowance(s) is payable in accordance with clause 32.7.	Daily Rate \$
Dirty Work Allowance	0.57

4. First Aid Allowance

The following allowance is payable in accordance with clause 30.2.

FIRST AID ALLOWANCE					
	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
\$ per week					
First Aid Allowance	24.88	25.63	26.65	27.59	28.55

5. Health and Safety Representative Allowance

The following allowance is payable in accordance with clause 30.3

HEALTH AND SAFETY REPRESENTATIVE ALLOWANCE					
	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
\$ per week					
Health & Safety Representative Allowance	49.70	51.19	53.24	55.11	57.04

6. Locality Allowance

- (a) The following allowance(s) is payable in accordance with clause 30.4 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 30.4.
- (b) The rates prescribed in this Schedule 3, clause 6 reflect those payable under the *Public Service Award 1992* as at 1 July 2014.

REGIONAL LOCATION	Rate \$ per annum
Kalgoorlie	2,354
Esperance	2,399

7. Motor Vehicle Allowance

- (a) The following allowance(s) is payable in accordance with clause 30.5 at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 30.5.
- (b) The rates prescribed in this Schedule 3, clause 7 reflect those payable under the *Public Service Award 1992* as at 17 August 2012.

Area and details	Rate (as cents) per kilometre					
	Motor Car - Engine displacement in cubic centimetres			Motor Cycle	Caravan	Trailer
	Over 2600cc	1600cc – 2600cc	Less than 1600cc			
Metropolitan area	89.5	64.5	53.2	31.0	8.0	4.5
South-west land division	91.0	65.4	54.0	31.0	8.0	4.5
North of 23.5° South Latitude	98.6	70.6	58.3	31.0	8.0	4.5

Area and details	Rate (as cents) per kilometre					
	Motor Car - Engine displacement in cubic centimetres			Motor Cycle	Caravan	Trailer
	Over 2600cc	1600cc – 2600cc	Less than 1600cc			
Rest of WA	94.3	67.5	55.6	31.0	8.0	4.5

8. On-Call Allowance

The following allowance(s) is payable in accordance with clause 32.9.

ON CALL ALLOWANCE					
	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23 4.0%	5-Jul-24 3.5%	20-Jun-25 3.5%
\$ per hour					
On-call Allowance	7.26	7.48	7.78	8.05	8.33
On-call Allowance University-observed public holidays	14.47	14.96	15.56	16.10	16.66

9. Transfer Allowance

(a) Transfer Entitlement

The allowance(s) in Table 1 – Transfer Entitlement is payable in accordance with clause 30.6(d)(iii) at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 30.6(g)

The rates prescribed in this Schedule 3, clause (9) reflect those payable under the Public Service Award 1992 as at 21 April 2010.	
TABLE 1 TRANSFER ENTITLEMENT	
Transfer Location	Daily Rate \$
WA Metropolitan	305.45
Kalgoorlie/Esperance	208.55

(b) Relocation Entitlement

The allowance(s) in Table 2 – Relocation Entitlement is payable in accordance with clause 30.6(d) at the date of commencement of this Agreement and will be increased from time to time in accordance with clause 30.6(d).

TABLE 2 – RELOCATION ENTITLEMENT	
Relocation Allowance	\$
Allowance payable for accelerated depreciation etc	572.00
Minimum required dollar (\$AUD) value of Employee's effects	3,429.00

SCHEDULE 4 - ALLOWANCES - INDUSTRY TRADE QUALIFIED EMPLOYEES AND INDUSTRY ASSISTANTS

INDUSTRY TRADES ALLOWANCE TABLE 1						
		As at 30-Jun-21	As per Clause 28.3	7-Jul-23	5-Jul-24	20-Jun-25
			3.0%	4.0%	3.5%	3.5%
Industry Trades Allowance		\$ per fortnight				
Industry Trades Allowance 1						
Employee is required by the University to hold a trades qualification and is required by the University to use the skills or qualifications in the course of employment at the University.		105.56	108.73	113.08	117.04	121.14
Industry Trades Allowance 2						
Employee meets the requirements of Industry Trades Allowance 1; and						
Employee is required by the University to hold and use a trades licence/registration in the course of their duties; or						
Employee has attained additional skill or qualification, or both, as prescribed in University guidelines. (PCP has been conducted with Line Manager to assess University requirement for additional skill or qualification, and to determine appropriate allowance to be paid to the Employee for exercising the attained skill or qualification in the course of employment at the University.)		167.65	172.68	179.59	185.88	192.39

INDUSTRY TRADES ALLOWANCE TABLE 1					
	As at 30-Jun-21	As per Clause 28.3	7-Jul-23	5-Jul-24	20-Jun-25
		3.0%	4.0%	3.5%	3.5%
Industry Trades Allowance	\$ per fortnight				
Industry Trades Allowance 3					
Employee meets the requirements and assessment to gain Industry Trades Allowance 2; and					
Employee is required by the University to be the University licence nominee; or					
Employee has attained additional skill or qualification, or both, as prescribed in University guidelines. (PCP has been conducted with Line Manager to assess University requirement for additional skill or qualification, and determine appropriate allowance to be paid to the Employee for exercising the attained skill or qualification in the course of employment at the University.)	229.73	236.62	246.08	254.69	263.60
Industry Trades Allowance 4					
Employee meets the requirements and assessment to gain Industry Trades Allowance 3; and					
Employee has attained additional skills or qualification, or both, as prescribed in University guidelines. (PCP has been conducted with Line Manager to assess University requirement for additional skill or qualification, and determine appropriate allowance to be paid to Employee for exercising the attained skill or qualification in the course of employment with the University.)	291.81	300.56	312.58	323.52	334.84

INDUSTRY TRADE ALLOWANCE TABLE 2					
As at 30-Jun-21					
As per Clause					
28.3					
3.0%					
4.0%					
3.5%					
3.5%					
Industry Assistant Allowance					
Engineering and Building Trades Assistants Allowance	105.56	108.73	113.08	117.04	121.14
Industry Assistant Allowance	37.28	38.40	39.94	41.34	42.79

SCHEDULE 5 ALLOWANCES – NON-TRADES QUALIFIED LEADING HANDS

The rates prescribed in Table 1 of this Schedule 5 are payable in accordance with clause 32.6 (**Allowances - Non-Trades Qualified Leading Hands**).

TABLE 1 - NON TRADES QUALIFIED LEADING HANDS ALLOWANCE					
	As at 30-Jun-21	As per Clause 28.3 3.0%	7-Jul-23	5-Jul-24	20-Jun-25
Leading Hand Duties for:	\$ per fortnight				
1-10 Employees	43.49	44.79	46.58	48.21	49.90
more than 10 Employees	93.14	95.93	99.77	103.26	106.87

SCHEDULE 6 - CLASSIFICATION STANDARDS (PROFESSIONAL AND GENERAL EMPLOYEES)

All Professional and General Employee positions will be classified according to the Work Value Descriptors specified in this Schedule 7, and in accordance with clause 9 (**Position Classification**).

HIGHER EDUCATION WORKER LEVEL 1 * Note Levels 1 & 2 are joint levels: GJ01 in this Agreement	
Indicative relativity to base trade	88 - 92%
Indicative NTB competency	Level 1
Training level or qualifications	<p>Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.</p>
Occupational equivalent	Cleaner, labourer, trainee for Level 2 duties.
Level of supervision	Close supervision or, in the case of more experienced employees working alone, routine supervision.
Task level	<p>Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training.</p> <p>Some knowledge of materials, e.g., cleaning chemicals and hand tools, may be required. Established procedures exist.</p>
Organisational knowledge	May provide straight forward information to others on building or service locations.
Judgement, independence and problem solving	Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.
Typical activities	Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.
HIGHER EDUCATION WORKER LEVEL 2 * Note Levels 1 & 2 are joint levels: GJ01 in this Agreement.	
Indicative relativity to base trade	95 - 100%

Indicative NTB competency	Level 2
Training level or qualifications	Persons employed at Level 2 will typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.
Occupational equivalent	Clerk, security patrol officer.
Level of supervision	Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).
Task Level	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Organisational knowledge	Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the Employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.
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. An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
Typical activities	Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data and/or text entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.
HIGHER EDUCATION WORKER LEVEL 3	
Indicative relativity to base trade	100 – 115%
Indicative NTB competency	Levels 3 - 4
Training level or qualifications	Persons employed at Level 3 will typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"> • completion of a trades certificate; or • completion of Year 12, with relevant work experience; or • equivalent relevant experience or combination of relevant experience and education/training. Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to

	progress toward completion of an advanced certificate or associate diploma.
Occupational equivalent	Tradesperson, technical assistant/technical trainee, clerical/secretarial.
Level of supervision	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.
Task Level	Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.
Organisational knowledge	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
Judgement, independence and problem solving	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
Typical activities	<p>In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <ul style="list-style-type: none"> • assist a technical officer in operating a laboratory, including ordering supplies; • assist in setting up routine experiments; • monitor experiments for report to a technical officer; • assist with the preparation of specimens; • assist with the feeding and care of animals. <p>Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In clerical positions, perform a range of clerical support tasks including:</p> <ul style="list-style-type: none"> • standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application; • provide general clerical support to employees within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; • process accounts for payment.
HIGHER EDUCATION WORKER LEVEL 4	
Indicative relativity to base trade	115 - 125%

Indicative NTB competency	LEVEL 5 (LOWER RANGE)
Training level or qualifications	<p>Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of an associate diploma level qualification with some relevant work related experience or a certificate level qualification with post-certificate relevant work experience; • completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent	Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.
Level of supervision	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.</p>
Task Level	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
Judgement, independence and problem solving	In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
Typical activities	<p>In trades positions:</p> <ul style="list-style-type: none"> • work on complex engineering or interconnected electrical circuits; • exercise high precision trades skills using various materials and/or specialised techniques; • In technical positions; • develop new equipment to criteria developed and specified by others; • under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; • demonstrate the use of equipment and prepare reports of a technical nature as directed. <p>In library technician positions:</p> <ul style="list-style-type: none"> • undertake copy cataloguing; • use a range of bibliographic databases; • undertake acquisitions; • respond to reference inquiries. <p>In clerical/secretarial positions:</p>

	<ul style="list-style-type: none"> • may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required; • be responsible for providing a full range of secretarial services in a faculty; • plan and set up spreadsheets or data base applications; • provide advice to students on enrolment procedures and requirements; • administer enrolment and course progression records.
HIGHER EDUCATION WORKER LEVEL 5	
Indicative relativity to base trade	125 - 145%
Indicative NTB competency	Levels 5 (upper range) - 6 (lower range)
Training level or qualifications	<p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p> <p>Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a degree without subsequent relevant work experience; or • completion of an associate diploma and considerable relevant work experience; or • completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent	Graduate (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 technical 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 area's rules, regulations, processes and techniques, and how they interact with other related functions.
Judgement, independence and problem solving	In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities	<p>In technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to general specifications; • under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; • under broad direction, set up, monitor and demonstrate standard experiments and equipment use; • prepare reports of a technical nature. <p>In library technician positions, perform at a higher level than Level 4, including:</p> <ul style="list-style-type: none"> • assist with reader education programs and more complex bibliographic and acquisition services; • operate a discrete unit within a library which may involve significant supervision or be the senior Employee in an outposted service. <p>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.</p> <p>In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> • work as part of a research team in a support role; • provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; • provide counselling services.
HIGHER EDUCATION WORKER LEVEL 6	
Indicative relativity to base trade	145 - 160%
Indicative NTB competency	Level 6
Training level or qualifications	<p>Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with subsequent relevant experience; or • extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or • an equivalent combination of relevant experience and/or education/training.

Occupational equivalent	Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); Line Manager; experienced technical specialist and/or technical supervisor.
Level of supervision	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional 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 or expertise developed through extensive relevant experience and application.
Organisational knowledge	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas
Judgement, independence and problem solving	Discretion to innovate within own function and take responsibility for outcomes: design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.
Typical activities	<p>In technical positions:</p> <ul style="list-style-type: none"> • manage a teaching or research laboratory or a field station; • provide highly specialised technical services; • set up complex experiments; • design and construct complex or unusual equipment to general specifications; • assist honours and postgraduate students with their laboratory requirements; • install, repair, provide and demonstrate computer services in laboratories. <p>In administrative positions:</p> <ul style="list-style-type: none"> • provide financial, policy and planning advice; • service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; • monitor expenditure against budget in a school or small faculty. <p>In professional positions:</p> <ul style="list-style-type: none"> • work as part of a research team; • provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services; • provide counselling services; • undertake a range of computer programming tasks; • provide documentation and assistance to computer users;

	<ul style="list-style-type: none"> analyse less complex user and system requirements.
HIGHER EDUCATION WORKER LEVEL 7	
Indicative relativity to base trade	160 – 180%
Indicative NTB competency	Level 7
Training level or qualifications	<p>Persons employed at Level 7 will typically perform duties at a skill level which assumes and required knowledge or training equivalent to:</p> <ul style="list-style-type: none"> a degree with considerable relevant experience; or extensive experience and management expertise in technical or administrative fields; or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent	Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.
Level of supervision	Broad direction. May manage other administrative, technical and/or professional 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	<p>In a library, combine specialist expertise and responsibility 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 specialist research.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>
HIGHER EDUCATION WORKER LEVEL 8	
Indicative relativity to base trade	180 - 210%

Indicative NTB competency	Level 7
Training level or qualifications	Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or • extensive experience and management expertise; or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent	Researcher of national standing; manager; senior school or faculty administrator.
Level of supervision	Broad direction. May manage other administrative, technical and/or professional 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 to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Typical activities	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
HIGHER EDUCATION WORKER LEVEL 9	
Indicative relativity to base trade	210 - 222/5%
Indicative NTB competency	Level 8
Training level or qualifications	Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • postgraduate qualifications and extensive relevant experience; or • extensive management experience and proven management expertise; or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent	Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision	Broad direction. Will manage other administrative, technical and/or professional 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 program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.
Typical activities	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
HIGHER EDUCATION WORKER LEVEL 10	
Indicative relativity to base trade	225% and above
Indicative NTB competency	Level 8
Training level or qualifications	Persons employed at or above this level will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • proven expertise in the management of significant human and material resources; in addition to, in some areas; • postgraduate qualifications and extensive relevant experience.
Occupational equivalent	Senior program, research or administrative manager.
Level of supervision	Broad direction. Will manage other administrative, technical and/or professional 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 eternally generated, demands.

Judgement, independence and problem solving	Be fully responsible for the achievement of significant organisational objectives and programs.
Typical activities	Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant employee and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

HIGHER EDUCATION WORKER LEVELS GJ11, G12, G13	
Transitional Levels	These levels are for Employees appointed to positions under prior enterprise agreements.
Task Level	Senior University positions with significant knowledge in area of expertise.
Judgement, independence and problem solving	Be fully responsible for the achievement of significant organisational objectives.

SCHEDULE 7 - ACADEMIC CLASSIFICATION STANDARDS

Minimum Standards for Academic Levels

All academic employee positions will be classified in accordance with this schedule. Reference should also be made to of Schedule 1, Table 1.

The provisions of this Schedule apply to Academic Employees.

The minimum standards for Academic Employees, other than a Casual Academic Employee, are set out in this Schedule 7. The minimum standards for academic levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic Employee. The responsibilities of Academic Employees may vary according to their academic role as described in clause 18 (**Academic Roles**), and to the specific requirements of the University to meet its objectives, to different discipline requirements or to individual employee development, or both.

An Academic Employee appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Academic Employee is appointed or promoted. In addition, an Academic Employee may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

TABLE 1 – MINIMUM STANDARDS FOR ACADEMIC LEVELS

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

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

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

<p>professional, commercial or industrial sectors.</p> <p>A Level E Teaching Academic will have attained recognition as an eminent authority in their discipline or profession, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, and teaching in their discipline or profession. They will make a commensurate contribution to the work of the institution.</p>	<p>professional, commercial or industrial sectors.</p> <p>A Level E Teaching and Research academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E Teaching and Research academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.</p>	<p>demonstrated by sustained and distinguished performance.</p> <p>A Level E Research Academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.</p>
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SCHEDULE 8 - EMPLOYMENT IN CURTIN ENGLISH (ENGLISH TEACHERS)

1. General Application

The provisions of this Schedule 8 apply only to English Teacher Employees working in Curtin English.

The provisions of this Agreement apply to English Teacher Employees working in Curtin English, unless otherwise stated in this Agreement or in this Schedule 8.

2. Curtin English Appointment

Employees may only be employed on a Continuing Appointment, Fixed Term Appointment or as a Casual Employee.

3. Curtin English Hours of Work

3.1 Clause 22, Hours and Work and Workload (Academic Staff) does not apply to Employees covered by this Schedule 8.

3.2 The normal Full-time hours of work will be 37.5 hours per week.

3.3 A Full-time Employee will be required to perform a maximum of 900 hours of face-to-face teaching delivery per year.

3.4 An Employee will not be required to perform more than 20 hours of face-to-face teaching delivery per week.

3.5 An Employee will perform teaching-related work during non-teaching hours.

3.6 The Head of Curtin English or their delegate will allocate the teaching-related duties, which may include the following:

- (a) course preparation;
- (b) development of teaching and assessment materials;
- (c) coordinating levels/units;
- (d) facilitating autonomous learning;
- (e) conducting placement testing;
- (f) marking and assessing assignments and examinations;
- (g) course related assessment
- (h) counselling students;
- (i) course administration;
- (j) attending meetings;
- (k) participation in professional development;
- (l) project work;
- (m) participation in student activities;
- (n) any other activity associated with teaching and the operation of teaching courses.

3.7 During non-teaching weeks Employees will perform 37.5 hours of teaching related work as prescribed in Schedule 8 clause (3.6).

4. Part time work at Curtin English

A Part-time Employee will be engaged for hours less than Full-time and will receive entitlements proportionate to hours worked. A Part-time Employee will be required to perform the same work duties as a Full-time Employee, proportionate to hours worked.

5. Curtin English Teacher Categories

Based on an assessment of qualifications, a teaching Employee will be appointed to one of the following categories:

5.1.1 Category A

Category B qualifications and either a diploma in TESOL (e.g. Dip RSA/DELTA); or a Masters in applied linguistics/ TESOL/ languages other than English (LOTE);

5.1.2 Category B

Degree plus recognised TESOL certificate (Cambridge CELTA; Trinity College Certificate in TESOL or another recognised post-graduate TESOL Diploma with a minimum of 20 hours teaching practice).

6. CELC Salaries

For the purposes of this Schedule 8 the following definition(s) will apply:

- 6.1 **2 years of Full-time teaching** means permanent employment or employment on contracts of at least 3 months duration, totalling 2 years.
- 6.2 The minimum salaries payable to CE Employees in accordance with this Schedule 8, are provided at Table 2, CE Salaries and Table 4, CE Casual Pay Rates.
- 6.3 Salaries prescribed in Schedule 1, Staff Salaries and Schedule 2, Casual Salary Rates (Academic Staff) do not apply to Employees covered by this Schedule 8.
- 6.4 A teaching Employee will be paid within a salary band of 12 incremental points, as follows:
 - (a) a Category A Teacher will be appointed at the 3rd incremental point; and
 - (b) a Category B Teacher will be appointed at the 1st incremental point.
- 6.5 An Employee may be appointed at a higher increment, subject to the provision of documentation and referee validation, which takes into account teaching experience (but not on-line tutoring, one-to-one classes, or lecturing) in accordance with the following:
 - (a) 1 increment for each year of Full-time post CELTA (or equivalent) TESOL Teaching to groups of adult learners at a reputable English language school.
 - (b) 1 increment for each 2 years of Full-time teaching in other languages to a maximum of 3 increments.
- 6.6 For the purposes of this Schedule 8 TESOL Teaching also includes:
 - (a) TESOL teacher training for qualifications recognised by this Agreement;
 - (b) the development and publication of TESOL teaching materials;
 - (c) experience in a specialised TESOL field such as CALL (Computer Assisted Language Learning) or ILC (Independent Learning Centre) development;
 - (d) experience in TESOL curriculum or English language test development; or

- (e) TESOL program management or evaluation.

7. Incremental Progression at Curtin English

- 7.1 Progression will be by annual increments. The dates for annual increments will be in accordance with Table 1 below:

Table 1	
Period of Appointment or Promotion	Annual increment date
1 December to 28/29 February	1 March
1 March – 31 May	1 June
1 June – 31 August	1 September
1 September to 30 November	1 December

- 7.2 An Employee on a Fixed Term Appointment will continue their incremental progression for subsequent contracts.
- 7.3 A Category B Teacher cannot progress beyond the 9th incremental point.

8. Recognition of Part-time and Casual Service at Curtin English

For the purposes of this Schedule:

- (a) an Employee will accrue equivalent Full-time experience for any period of Part-time service on a proportionate basis; and
- (b) the University will not recognise service on a Part-time or casual basis of less than 3 months Full-time equivalent service in any one teaching period.

9. Curtin English Position of Responsibility Allowance

- 9.1 An Employee who is required by the Head of Curtin English or their delegate to perform teaching coordination duties will receive a position of responsibility allowance in addition to salary in accordance with Schedule 8, Table 3.
- 9.2 The position of responsibility allowance will be paid at the level commensurate with the complexity of teaching coordination duties required to be performed.

10. Leave Provisions for Employees at Curtin English

Clause 50, (**Academic Study Program**), does not apply to Employees covered by this Schedule 8.

11. Casual Teaching Pay Rate

- 11.1 This rate is paid for each hour of real time live teaching or teacher training (whether in person or online). It also covers all reasonable preparation, marking, verification and entry of grades, meetings and administration, related to these timetabled hours.

- 11.2 For a Casual Employee employed:

- (a) by Curtin English to teach during the period of the nominally expired *Curtin University Academic, Professional and General Staff Agreement 2017-2021*
- (b) who continues to be employed, or is engaged from the date of operation of this Agreement; and
- (c) who is on the CET2 rate as per the *Curtin University Academic, Professional and General Staff Agreement 2017-2021*
- (d) the CET2 rate will be maintained without increment until such time as the CET1 rate is at parity to the CET2 rate under the *Curtin University Academic, Professional and General Staff Agreement 2017-2021*.

12. Exam Marking and Other Work (other than real time teaching)

The 'Exam Marking and Other Work' rate is payable when an Employee of Curtin English performs the following work:

- (a) Tutoring or counselling of online students
- (b) Invigilation of exams, timetabled marking or additional assessments allocated by the Head of Curtin English or their delegate
- (c) Preparation of materials, and assessments
- (d) Tutoring and academic counselling, either online or in-person
- (e) Mentoring other teachers when formally allocated by the Head of Curtin English or their delegate
- (f) Project work and other teaching related duties which do not involve real time teaching delivery

13. Chaperone Rate

The Chaperone rate of pay is applicable where any casual Employee of Curtin English performs the duties of a chaperone whilst facilitating student activities.

The rate at the commencement of this agreement is \$32.41 per hour and will increase with any salary increases in clause 28.

Pay Code	Description	\$ per hour			
CET 1	Qualified 1 st to 12 th incremental points	80.50	82.92	86.24	89.26
CEM	Exam marking	48.14	49.59	51.57	53.38
					55.25
TABLE 4 - CURTIN ENGLISH CASUAL PAY RATES					
As at 30-Jun-21 As per Clause 28.3					
		3.0%	4.0%	3.5%	3.5%
		7-Jul-23	5-Jul-24	20-Jun-25	

Level	\$ per annum			
Level 1	3,186	3,282	3,413	3,533
As at 30-Jun-21				
As per Clause 28.3				
		3.0%	4.0%	3.5%
		7-Jul-23	5-Jul-24	20-Jun-25
TABLE 3 - CURTIN ENGLISH POSITION OF RESPONSIBILITY ALLOWANCE				

CE Teacher	\$ per annum			
1.1	66,646	68,645	71,391	73,890
1.2	68,220	70,267	73,077	75,635
1.3	69,801	71,895	74,771	77,388
1.4	71,375	73,516	76,457	79,133
1.5	72,950	75,138	78,144	80,879
1.6	76,533	78,829	81,982	84,852
1.7	80,115	82,519	85,820	88,823
1.8	83,696	86,207	89,655	92,793
1.9	87,276	89,894	93,490	96,762
1.10	90,859	93,585	97,328	100,735
1.11	94,439	97,272	101,163	104,704
1.12	98,024	100,965	105,003	108,678
As at 30-Jun-21				
As per Clause 28.3				
		3.0%	4.0%	3.5%
		7-Jul-23	5-Jul-24	20-Jun-25
TABLE 2 - CURTIN ENGLISH SALARIES				

SCHEDULE 9 - TRANSITIONAL ARRANGEMENTS

Any matter commenced pursuant to clause 62, 63, 64, 65, 66, 67 or 68 of the Curtin University Academic, Professional and General Employees Agreement 2017 - 2021 (2017 Agreement) but not concluded at the time at which this Agreement commences operation, will be dealt with from the date of commencement of this Agreement in accordance with the relevant corresponding provisions of this Agreement and all steps taken in compliance with the applicable provisions of the 2017 Agreement in relation to that matter will be deemed to have been taken in compliance with the corresponding provisions under this Agreement.



People and Culture

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26 September 2023

Deputy President Boyce
Fair Work Commission
Level 11, Terrace Tower
80 William Street
East Sydney NSW 2011

Dear Deputy President Boyce

UNDERTAKINGS

AG2023/3127 - Application for approval of Curtin University Enterprise Bargaining Agreement 2022-2025

I, Karen Lamont, Director People and Culture, being duly authorized on behalf of Curtin University (**University**) hereby provide the following undertakings on behalf of the University in accordance with section 190 of the Fair Work Act 2009.

In relation to the *Curtin University Enterprise Bargaining Agreement 2022 – 2025 (Agreement)*, the University undertakes:

1. Clause 71.2 Resignation by an Employee

The University undertakes that, for the purposes of clause 71.2 of the Agreement:

- (a) If a Professional and General Employee fails to provide 4 weeks' notice of resignation, the University may withhold from monies due to the Employee on termination the equivalent of a maximum of one (1) week's salary;
- (b) If an Academic Employee fails to provide 13 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

provided such deduction is reasonable in the circumstances and such deduction will not be made from the Employee's entitlements (if any) arising under the NES.

2. Clause 35.1 Recovery of Outstanding Debts

The University undertakes that, for the purposes of clause 35.1(d) of the Agreement, any deduction will not be made from the Employee's entitlements (if any) arising under the NES.

Yours sincerely

Karen Lamont
Director, People and Culture