



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Western Australia
(AG2023/5136)

UWA ACADEMIC EMPLOYEES ENTERPRISE AGREEMENT 2023

Industries not otherwise assigned

DEPUTY PRESIDENT BEAUMONT

PERTH, 15 FEBRUARY 2024

Application for approval of the UWA Academic Employees Enterprise Agreement 2023

[1] The University of Western Australia (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *UWA Academic Employees Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] There were a number of casuals who were included in the voting cohort. This raised the concern that the Agreement may not have been made by a majority of employees who cast a valid vote (see ss 181(1) and 182(1) of the Act). At the time of the vote, there were 2,319 employees covered by the proposed Agreement,¹ 710 of whom were casual employees.² Ultimately, 283 employees cast a ‘valid vote’ with 268 employees voting to approve the Agreement.³ Of those 283 employees who cast a valid vote on the Agreement, eight were casual employees and those casual employees were ‘employed at the time’.⁴

[3] It is uncontroversial that enterprise agreements were intended by the legislature to be capable of covering casual employees. However, a difficulty that has arisen is ascertaining when a casual employee ought to be regarded as an employee ‘employed at the time’ within the meaning of s 181(1). In relation to permanent employees, it is of course a relatively straightforward exercise.

[4] In the decision of *St John of God Health Care Inc (St John)*,⁵ I traversed the authorities that have considered the phrase ‘employed at the time’. I do not intend to repeat

¹ Form F17A – Employer’s declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement) – notification time before 6 June 2023, question 27.

² Ibid question 6.

³ Ibid question 27.

⁴ Witness Statement of Nashell Ireland, [9].

⁵ [2023] FWCA 87.

here what was said in *St John* because based on the Applicant's submissions, I am satisfied that the Agreement was made in accordance with s 182(1).

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

[6] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[7] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[8] The National Tertiary Education Industry Union (the **organisation**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[9] The Agreement was approved on 15 February 2024 and, in accordance with s 54, will operate from 22 February 2024. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.

AG2023/5136

Applicant

The University of Western Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Fiona Keay, Director Human Resources, have the authority given to me by The University of Western Australia to give the following undertaking with respect to the *UWA Academic Employees Enterprise Agreement 2023 (Agreement)*:

1. The University undertakes that the Rolled-Up Rates in *Schedule B – Casual Academic Employment* of the Agreement referred to in paragraph 2 are paid per hour of delivery (of the applicable task relevant to the Rolled-Up Rate) by the Employee.
2. The relevant Rolled-Up Rates for this undertaking are:
 - (a) Clause 1.18 – Demonstration Tutorial in the School of Human Sciences
 - (b) Clause 1.19 – Professional Instruction in the Conservatorium of Music
 - (c) Clause 1.22 – Demonstration Tutorial / Practical Instruction in the School of Psychological science.

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



Signature

14 February 2024

Date



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**

UWA Academic Employees Enterprise Agreement 2023

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

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PART A: PRELIMINARIES

1 Title and Operation

- 1.1 This Agreement will be known as the UWA Academic Employees Enterprise Agreement 2023 (**Agreement**).
 - 1.2 This Agreement will commence operation seven days after the Agreement is approved by the FWC (**Commencement Date**).
 - 1.3 The nominal expiry date of this Agreement will be 30 June 2025 (**Nominal Expiry Date**). However, this Agreement will continue to operate beyond the Nominal Expiry Date unless and until it is replaced or terminated.
 - 1.4 The parties will endeavour to commence negotiations for a replacement agreement no later than the Nominal Expiry Date of this Agreement, unless otherwise agreed.
-

2 Application

- 2.1 This Agreement applies to:
 - (a) the University of Western Australia (**University**);
 - (b) the National Tertiary Education Industry Union (**NTEU**); and
 - (c) Employees of the University employed in the classifications contained in Schedule C of this Agreement.
- 2.2 This Agreement does not apply to:
 - (a) Any employee of the University engaged in an executive position including, but not limited to, the Vice-Chancellor, Senior Deputy Vice-Chancellor, Deputy Vice-Chancellors;
 - (b) Pro Vice-Chancellors and Deans;
 - (c) persons employed by the University in Senior Academic Management Positions under a common law fixed annual remuneration contract;
 - (d) persons employed by the University as a professional and general employee;
 - (e) persons employed by the University in teaching non-award English language courses;
 - (f) persons employed by the University principally in the operation of childcare facilities;
 - (g) persons employed by subsidiaries and related bodies corporate of the University; or
 - (h) persons principally employed in:
 - (i) the operation of theatrical and University Club venues used predominantly for commercial purposes;
 - (ii) production companies engaged in the production of theatrical, musical or other entertainment on a commercial basis;
 - (iii) the operation of Perth Festival; or

- (iv) the operation of UWA Sport.
- 2.3 This Agreement operates to the exclusion of any modern award or other industrial instrument. Legislation (including the NES) or University policy, procedures or guidelines referred to in this Agreement are not incorporated into the Agreement.
- 2.4 Notwithstanding clause 2.3 above, this Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3 Definitions

3.1 In this Agreement:

ACC means the Academic Employees Consultative Committee established in accordance with clause 36.

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

Agreed Hours means the regular pattern of ordinary hours worked by a Part-time Employee as agreed between the University and the Employee.

Agreement means the UWA Academic Employees Enterprise Agreement 2023.

Annual Base Salary means the applicable minimum salary rates for a Full-time Employee as provided in Schedule A.

ATO means Australian Taxation Office.

AWAC means the Academic Workload Advisory Committee established in accordance with clause 19.13.

Business Day means a day that is not a Saturday, Sunday or Public Holiday.

Casual Employee has the meaning given by the Act.

Casual Rate means the applicable rate of pay for Casual Employees as provided in Schedule B.

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

Easter Tuesday means the working day immediately following the Easter Monday Public Holiday gazetted by the *Public and Bank Holidays Act 1972* (WA).

Employee means all persons who are employed by the University to whom this Agreement applies in accordance with clause 2.

Employee Representative means a NTEU representative or other person other than a currently practising lawyer, chosen by the Employee to represent or support them in relation to matters arising under this Agreement.

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

Family and Domestic Violence has the same meaning as it does in the Act.

Fixed Term Employment means employment for a specified term or ascertainable period on either a full-time or part-time basis, in accordance with the terms of clause 8.

FTE means full-time equivalent.

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

FWC means the Fair Work Commission.

Head means the Head of School occupying or acting in that position at the relevant time or the head of the relevant business unit in which the Employee is engaged, or their nominee or delegate.

Immediate Family means:

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

Manager means a person employed or engaged by the University who has supervisory and/or managerial responsibilities in relation to one or more Employees, or their nominee or delegate.

NES means the National Employment Standards under the Act.

NTEU means the National Tertiary Education Union.

Ongoing Contingent Funded Employment (OCFE) means employment with limited term External Funding.

Ordinary Hourly Rate means the Employee's base hourly rate calculated by reference to the applicable Annual Base Salary provided in Schedule A for the corresponding level, calculated as follows:

$$\frac{\text{Annual Base Salary} / 52.16}{37.5} = \text{Ordinary Hourly Rate}$$

Part-time Employee means an Employee who is engaged to work ordinary hours less than 37.5 ordinary hours per week.

Public Holiday means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, King's Birthday, Christmas Day, Boxing Day and such other days as may be declared WA public holidays by the *Public and Bank Holidays Act 1972 (WA)*.

Registered Health Practitioner means a person registered under any applicable State or Territory legislation to practise a health profession, other than as a student, or that holds a non-practicing registration under any applicable State or Territory legislation in a health profession.

Research Intensive Employee means an Employee who is employed to perform work which is predominantly or exclusively research related.

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

Senior Academic Management Position means any position with managerial responsibilities with an Annual Base Salary that is at least 20% above the Annual Base Salary for Level E as set out in Schedule A.

Special New Year's Day means the working day immediately following the New Year's Day Public Holiday gazetted by the *Public and Bank Holidays Act 1972 (WA)*.

Suitable Alternative Employment means:

- (a) an alternative position provided to an Employee which:
 - (i) does not alter an Employee's ongoing status;
 - (ii) does not reduce an Employee's FTE;
 - (iii) has an Annual Base Salary not less than the Employee's existing position;
 - (iv) is commensurate with the duties and skills of the Employee's existing position; and
 - (v) has regard to qualifications, experience, competencies and reasonable career expectations of the Employee provided that further reasonable training may be considered by the University; or
- (b) any other position as agreed between the University and the Employee provided that salary maintenance in accordance with clause 46.5 is provided where appropriate.

University means the University of Western Australia constituted under the authority of the *University of Western Australia Act 1911 (WA)*.

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

4 Aboriginal and Torres Strait Islander Employment

- 4.1 The University acknowledges that its campuses are situated on Whadjuk Noongar land and Menang Noongar land and that Whadjuk Noongar and Menang Noongar people remain the spiritual and cultural custodians of their land, and continue to practise their values, languages, beliefs and knowledge.
- 4.2 The University is committed to the achievement of Aboriginal peoples' rights, aspirations and potential, and the recognition of Aboriginal and Torres Strait Islander knowledge, culture and values.
- 4.3 The University will continue to develop and implement an active and responsive long-term strategy, which will enrich and advance Aboriginal and Torres Strait Islander employment within the University.
- 4.4 The strategy will include an objective to achieve Aboriginal and Torres Strait Islander employment of 3% of FTE University Employees by the Nominal Expiry Date of the Agreement. On 2022 staffing figures this would equate to 103 FTE.
- 4.5 The University will report on any strategies developed or actions employed in relation to clause 4.3 to achieve the target in clause 4.4 at a meeting of the ACC at least once

every six months for the life of this Agreement. The University and the NTEU will seek to provide for appropriate Aboriginal and Torres Strait Islander Employee representatives to attend these particular meetings of the ACC.

- 4.6 If it appears unlikely that the target in clause 4.4 will be met, the University or the NTEU may submit an agenda item for discussion at the ACC regarding what factors may be adversely affecting the achievement of the target and what measures may be taken to progress towards the target. The implementation of the agreed measures shall be taken as compliance with clause 4.4.
- 4.7 For the avoidance of doubt, failure to achieve the target will not, of itself, be regarded as a breach of the Agreement.
- 4.8 The University will recognise the importance of cultural activities, such as NAIDOC week, for Aboriginal and Torres Strait Islander Employees and support their participation in these activities as legitimate employee development.
- 4.9 Aboriginal and Torres Strait Islander Employees will receive an additional four days paid Cultural Leave in each calendar year to participate in activities of an Aboriginal and Torres Strait Islander cultural and ceremonial nature. The four days paid Cultural Leave provided for in this clause is in addition to the entitlement to three days paid Cultural Leave provided for in clause 23.8.
- 4.10 Leave provided under this clause does not accumulate from year to year.

5 Academic Freedom and Freedom of Speech

- 5.1 The objects of this clause are to recognise that academic freedom and the freedom of lawful speech of Employees are of paramount value to the University and not unnecessarily burdened by restrictions other than those imposed by law, consistent with the reasonable and proportionate regulation of conduct to enable the University to fulfill its duty to foster the wellbeing of staff and students and set out in this clause.
- 5.2 For the purposes of this clause, the following definitions will apply:
- (a) **Academic freedom** comprises of the following elements:
- (i) the freedom of academic Employees to teach, discuss, and research and to disseminate and publish the results of their research;
 - (ii) the freedom of academic Employees to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of research;
 - (iii) the freedom of academic Employees to express their opinions in relation to the higher education provider in which they work; and
 - (iv) the freedom of academic Employees to participate in professional or representative academic bodies.
- (b) **Imposed by law** in relation to restrictions or burdens or conditions on a freedom includes 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.

- (c) **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.
- (d) **Staff** for the purposes of this clause 'staff' includes all employees of the University whether full-time or part-time and whether academic or professional staff.
- (e) **The duty to foster the wellbeing of staff and students:**
 - (i) includes the duty to ensure that no member of staff and no student suffers unfair disadvantage or unfair adverse discrimination on any basis recognised at law including race, gender, sexuality, religion and political belief;
 - (ii) includes the duty to ensure that no member of staff 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 freedom of speech;
 - (iii) 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; and
 - (iv) does not extend to a duty to protect any person from feeling offended or shocked or insulted by the lawful speech of another.
- (f) **Unlawful** means in contravention of a prohibition or restriction or condition imposed by law.

5.3 Every Employee enjoys freedom of speech exercised on University land 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 staff; and
- (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.

5.4 Subject to reasonable and proportionate regulation of the kind referred to in clause 5.3, an Employee'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.

5.5 Every academic Employee enjoys academic freedom subject only to prohibitions, restrictions or conditions imposed by:

- (a) law;

- (b) the reasonable and proportionate regulation necessary to the discharge of the University's teaching and research activities;
 - (c) the reasonable and proportionate regulation necessary to discharge the University's duty to foster the wellbeing of students and staff;
 - (d) the reasonable and proportionate regulation to enable the University to give effect to its legal duties; and
 - (e) the University by way of its reasonable requirements as to the courses to be delivered and the content and means of their delivery.
- 5.6 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.

PART B: CONTRACT OF SERVICE

6 Contracts of Employment

Types of Employment

- 6.1 Employees may be engaged on one or more of the following bases of employment:
- (a) ongoing;
 - (b) fixed term;
 - (c) ongoing contingent funded; and/or
 - (d) casual.
- 6.2 Employees, excluding Casual Employees, will be advised in writing of:
- (a) the title of the position;
 - (b) the terms of their engagement, including whether they are engaged on a full-time or part-time basis;
 - (c) if the position is part-time, it will specify the FTE equivalent and the Agreed Hours;
 - (d) the salary range applicable for the position;
 - (e) the commencing Annual Base Salary or Ordinary Hourly Rate as applicable;
 - (f) whether the position is ongoing or fixed term, in which case it will specify the term for which the position is being offered and the basis for the fixed term engagement in accordance with clause 8;
 - (g) any probationary period applicable; and
 - (h) whether the position is subject to External Funding, including if the Employee is engaged under a OCFE contract and the consequences for continued employment if External Funding is withdrawn or expires.

Part-time Employees

- 6.3 The entitlements in this Agreement will apply on a *pro rata* basis to Part-time Employees on the basis of their Agreed Hours compared with Full-time employment hours, unless otherwise provided in this Agreement.

Duties

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

7 Ongoing Employment

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

8 Fixed Term Employment

- 8.1 The following circumstances do not constitute breaks in service for the purposes of Fixed Term Employment:
- (a) breaks between Fixed Term Employment of up to six weeks in a continuous period and up to two times in any 12 month period will not constitute breaks in service but will not count for service;
 - (b) periods of approved leave without pay will not constitute breaks in service but will not count for service; and
 - (c) casual employment with the University will not constitute breaks in service nor count for service, other than for long service leave purposes.
- 8.2 The use of Fixed Term Employment will be limited to work that comes within the description of one or more of the following:
- (a) **Specific task or project:** a definable work activity that has a starting time and is expected to be completed within an anticipated period. Without limiting the generality of that circumstance, it may also include a period of employment provided for by specific External Funding.
 - (b) **Research:** where an Employee is engaged on research only functions for a fixed term period not exceeding five years.
 - (c) **Replacement Employee:** is limited to the following circumstances:
 - (i) where an Employee is filling in for another Employee for a definable period; or
 - (ii) where an Employee performs the duties of a vacant position that the University has decided to fill and recruitment action has commenced.
 - (d) **Recent Professional Practice:** Fixed Term Employment not exceeding two years where a curriculum requires that the person who performs the work has recent practical or commercial experience.
 - (e) **Student:** where the University offers a fixed term teaching fellowship to a person who is enrolled as an undergraduate or postgraduate student of the University in the following circumstances:
 - (i) The employment is for a period that at maximum is until they receive their final University results; and
 - (ii) the employment is in an area relating to the student's area of study.

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

8.3 Where the University has made a decision to continue or extend a position, or continue or extend a position with the same or substantially similar duties, the Employee in the Fixed Term Employment will be offered further Fixed Term Employment in that position. An offer of further employment is made subject to the Employee:

- (a) having been employed through a competitive and open selection process; and
- (b) having performed satisfactorily in the position.

8.4 An Employee in Fixed Term Employment may apply for conversion to ongoing status provided that the following requirements are met:

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

The University may refuse conversion on reasonable grounds.

8.5 The right of an Employee in Fixed Term Employment to apply for conversion to ongoing status under clause 8.4 is separate and distinct from any rights of Casual Employees to convert to ongoing employment as set out in the Act or other applicable industrial instruments.

9 Ongoing Contingent Funded Employment

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

9.2 A Fixed Term Employee may be appointed to an OCFE contract where they:

- (a) are engaged as a Research Intensive Employee;
- (b) are a minimum of 0.5 FTE;
- (c) have been employed continuously by the University for at least three years;
- (d) are to be appointed to their second or subsequent consecutive contract; and
- (e) meet the definition of 'research active' as it applies in their School (or equivalent).

9.3 If the funding is no longer available to cover an Employee's salary under an OCFE contract, the Employee may apply to transfer to a safety net scheme for a maximum of 12 months. A safety net scheme enables the Employee to continue in their current

role and the University pays the Employee their same salary and entitlements for a maximum of 12 months.

- 9.4 On expiry of a safety net scheme period, the Employee will:
- (a) be appointed on a new OCFE contract if funding has become available; or
 - (b) have their employment terminated in accordance with clause 43.
- 9.5 The provisions of:
- (a) clause 8 – Fixed Term Employment; and
 - (b) clause 46 – Redundancy,
- do not apply to Employees appointed on an OCFE contract.

10 Casual Employment

- 10.1 The parties to this Agreement recognise that casual employment is appropriate in specific circumstances. Therefore, the use of casual employment will be limited to the following circumstances:
- (a) To fill:
 - (i) a short-term vacancy caused by the absence or departure of an Employee;
 - (ii) a short-term appointment to assist in the completion of a specific task or project during periods of peak workflow; or
 - (iii) an appointment funded from a research fund, grant, consultancy or similar arrangement to “buy out” research or teaching time or to perform specific tasks,
where it is not practicable to make a fixed-term appointment;
 - (b) the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement;
 - (c) the content of the course and subject material that the Casual Employee will teach requires current industrial or professional experience;
 - (d) there is a short-term peak load for part of a teaching period or semester;
 - (e) the casual employee is a postgraduate or Honours student and performing teaching work that relates to the Casual Employee’s subject of study or research;
 - (f) where the Casual Employee has primary employment other than with the University; or
 - (g) there is an operational need caused by a natural disaster.
- 10.2 A Casual Employee engaged other than in the circumstances described above will be offered ongoing employment or Fixed Term Employment (in accordance with clause 8.2) to perform the role and incorporating the work they were performing as a Casual Employee.

- 10.3 For the life of this Agreement, casual employment at the University will not exceed 8.8% of all staff FTE, measured using the FTE staffing data published annually by the Commonwealth Government.
- 10.4 If, based on the Higher Education Staff Reporting FTE data published by the Commonwealth Government, the use of casual employment exceeds the level set out in clause 10.3, the ACC will (at the next meeting of the ACC) consider and discuss the factors that may be impacting the use of casual employment and what measures can be taken to reduce the use of casual employment below the level set out in clause 10.3. The implementation of the agreed measures shall be taken as compliance with clause 10.3.
- 10.5 For the avoidance of doubt, exceeding the level of casual employment set out in clause 10.3 will not, of itself, be regarded as a breach of this Agreement.

Casual work and payment for casual work

- 10.6 It is recognised that casual academic work can involve both contact time and associated non-contact time for duties such as preparation, marking performed during a lecture or tutorial and student consultation.
- 10.7 Casual Employees will be paid for the classification in which they are employed in accordance with Schedule B. The payment includes a casual loading of 25% (**Casual Loading**).
- 10.8 The Casual Loading is paid to compensate the Casual Employee for not having an entitlement to:
- (a) paid annual leave, paid personal/carer's leave, payment for Public Holidays not worked, paid parental leave and redundancy pay that arises under the NES prescribed by the Act or this Agreement; and/or
 - (b) any other benefits directly available to non-casual Employees.
- 10.9 A Casual Employee will be engaged for a minimum period of two hours.
- 10.10 Casual Employees are required to complete a three hour paid casual induction training on or as soon as practicable after first commencing casual employment.

Offers and requests for casual conversion

- 10.11 Offers and requests for conversion from casual employment to full-time or part-time ongoing employment are provided for in the NES.

11 Probation

- 11.1 An Employee, other than a Casual Employee or OCFE Employee, may be subject to a probationary period.
- 11.2 Upon expiry of the probationary period, the University may:
- (a) confirm the employment;
 - (b) subject to clause 11.4 provide notice of termination of the employment; or
 - (c) where applicable, extend the probationary period.
- 11.3 Subject to clause 11.4, any decision made by the University under clause 11.2 is final and not subject for review under this Agreement or University procedures.

- 11.4 If the University seeks to terminate the Employee’s employment on or before the expiry of the probationary period, the University will advise the Employee of, and provide an opportunity to respond to, any adverse material about the Employee which the University intends to take into account in making the decision.

Fixed Term Employees

- 11.5 Fixed Term Employees will be subject to a probationary period as follows:

Duration of fixed term appointment	Duration of probationary period
Up to and including 2 years	3 months. The University may extend the probationary period up to 6 months in total at its discretion.
Greater than 2 years	6 months.

- 11.6 Where a Fixed Term Employee engages in teaching duties, the probationary period will be extended so that it commences during a teaching semester regardless of when the Employee commences the appointment.
- 11.7 The probationary period will be waived for any second or subsequent fixed term contract of a Fixed Term Employee in circumstances where any break in service does not exceed six weeks. This waiver is not applicable if the second or subsequent fixed term contract involves significantly different duties and/or discipline from the immediately preceding fixed term contract.

Ongoing Employees

- 11.8 Ongoing Employees may be subject to a probationary period as follows:

Classification Level	Duration of probationary period
A	5 years. The University may extend the probationary period in exceptional circumstances. Where the Employee: <ul style="list-style-type: none"> held an academic appointment of no less than 0.5 FTE at the University immediately prior to the current appointment; and in the previous appointment the University conducted annual reviews of the Employee’s performance, the University may shorten the probationary period.
B	3 years. The University may, at its discretion, extend the probationary period by 2 periods of 1 year each. The University may, at its discretion, shorten the probationary period.
C, D, E	Up to 3 years. The University may, at its discretion, extend the probationary period by 2 periods of 1 year each.

Classification Level	Duration of probationary period
	The University may, at its discretion, shorten the probationary period.

- 11.9 A Fixed Term Employee who is successful in attaining ongoing employment may be subject to a further period of probation as above.
- 11.10 Where an Employee is promoted prior to the expiry of their probationary period, the remainder of the probationary period may be waived subject to the approval of the SDVC.

12 Offshore Work

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

PART C: CLASSIFICATIONS AND REMUNERATION

13 Classifications

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

14 Remuneration and Salary Packaging

- 14.1 Employees, other than Casual Employees, will be paid in accordance with the Annual Base Salaries.
- 14.2 Casual Employees will be paid the applicable Casual Rate.
- 14.3 The rates of pay specified in Schedules A and B are minimum rates of pay only.
- 14.4 Employees, other than Casual Employees, appointed to Level A under Schedule A who possess a PhD or are appointed as a course controller will not receive an Annual Base Salary of less than Level A.8.

Salary Packaging

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

15 Payment of Salary

- 15.1 Employees will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 15.2 The University may deduct from an Employee's fortnightly pay (or any monies owing to the Employee by the University) any amount it is authorised or required to deduct in accordance with the Act, including any amount provided for by this Agreement.
- 15.3 Subject to clause 15.2, the University will pay an Employee all amounts that are due to the Employee under this Agreement or the NES no later than 14 days after the day on which their employment terminates.

16 Management of Overpayments

- 16.1 Where it can be proved that an Employee has been provided with payment and/or monetary entitlements to which the Employee was not entitled, the University may recover the overpayment from the Employee at the earliest opportunity.

- 16.2 As soon as practicable the University will inform the Employee of any overpayment providing:
- (a) the circumstances of the overpayment;
 - (b) the amount to be repaid; and
 - (c) options available for repayment including any periodical and lump sum repayments.
- 16.3 The University and the Employee may then agree to the proposed recovery arrangement.
- 16.4 An Employee may apply to the DHR in writing requesting a variation to the recovery arrangement.
- 16.5 If no agreement is made within two pay periods from notification of the overpayment, the Employee authorises the University to recover the overpayment through salary deduction:
- (a) in full in the next available pay period in instances where the amount is up to 20% of the total net amount payable to the Employee in that pay period; or
 - (b) in instalments equivalent to 20% of the total net amount payable to the Employee in that pay period, from the next available pay period, until the amount is repaid.
- 16.6 Where an Employee is leaving the University, the University will deduct the overpayment amount in full from the Employee's final payment on termination, where it is not unreasonable to do so.
- 16.7 This clause does not preclude the University's legal right to pursue recovery of any outstanding monies from Employees.
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17 Incremental Progression

- 17.1 At the end of each 12 months' continuous service, an Employee will be eligible for progression from one step to the next within a level unless the Employee is or has been subject to a performance management process in accordance with clause 34 within the previous 12 months.
- 17.2 Where matters of concern relating to an Employee's conduct or performance arise within six months of the due date of increment progression, payment of the increment may be deferred for a maximum of six months to enable resolution of the matter. Where the concerns are satisfactorily resolved within the six month period, payment of the increment will be made retrospectively.
- 17.3 Movement to a higher classification level will only occur by way of promotion or re-classification.
- 17.4 The DHR may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.
-

18 Superannuation

- 18.1 For the purposes of this clause:
-

- (a) **Minimum SG Contribution** means such superannuation contributions required to be made to a superannuation fund for the benefit of an Employee as will avoid the University being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that Employee.
- (b) **Superannuation Salary** means the applicable rate of salary or remuneration payable to an Employee expressed as an annual rate. Superannuation Salary includes:
 - (i) the payments as provided in Schedule A;
 - (ii) any allowance which is taken into account for the purposes of calculation of superannuation entitlements; and
 - (iii) payments (including but not limited to workers' compensation or similar payment) which are paid to or in respect of an Employee under applicable legislation or this Agreement, instead of salary;
 but does not include,
 - (iv) overtime;
 - (v) other payments or emoluments of a special nature; or
 - (vi) superannuation contributions.
- (c) **Superannuation Legislation** means the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) and any additional or replacement legislation (including regulations made under such legislation).
- (d) **UniSuper** means the registrable superannuation entity known as UniSuper (RSE R1001716).
- (e) **UniSuper Trust Deed** means the consolidated trust deed governing UniSuper as at 9 May 2022 (and any amendments from time to time).

18.2 The University's preferred fund is UniSuper. The University will make superannuation contributions in respect of the Employee to a superannuation fund determined in accordance with Superannuation Legislation. Where an Employee who commences Employment on or after the date of this Agreement does not choose an eligible choice fund in accordance with Superannuation Legislation or the University is not otherwise required by Superannuation Legislation to make superannuation contributions to an alternative fund, the University will make contributions to UniSuper.

18.3 The University will make employer superannuation contributions at the following rates:

- (a) 17% of Superannuation Salary for Employees engaged on an ongoing contract, OCFE contract or Fixed Term Employment provided this is not less than the Minimum SG Contribution; and
- (b) the Minimum SG Contribution for Casual Employees.

18.4 The University may, at the request of the Employee, agree to reduce the contribution rate set out in clause 18.3(a) to the Minimum SG Contribution in return for an increase to the Employee's earnings, provided that:

- (a) the reduction is permitted by law, the UniSuper Trust Deed and UniSuper's participation agreement with the University ; and

- (b) the reduction will not cause the University to become liable to pay the superannuation guarantee charge under the Superannuation Legislation with respect to the Employee; and
- (c) any increase to the Employee's earnings is adjusted to take into account any additional superannuation contributions that the University is required to make in respect of the increase to the Employee's earnings such that the total amount of the Employee's earnings and employer superannuation contributions (i.e. the Employee's total remuneration package) remains unchanged.

19 Academic workloads

- 19.1 The scope of academic work may include teaching, research, administration and service/engagement to the University, broader community and industry.
- 19.2 Academic workload consists of both assigned and self-directed tasks. Workload will be allocated to Employees:
 - (a) with regard to the following:
 - (i) the academic role undertaken by a particular Employee, including consideration to assist early career academics by limiting administrative workload;
 - (ii) an equitable, reasonable and transparent distribution of workload across a discipline, School, and the University;
 - (iii) the operational requirements of the University;
 - (iv) planned leave; and
 - (v) individual circumstances as contemplated by Section 65 (1A) of the Act; and
 - (b) in accordance with:
 - (i) the principles contained in the University Workload Framework; and
 - (ii) the School Workload Model.
- 19.3 The basis for full-time workload allocations will be 1725 hours per year. This figure represents a full-time workload for 52 weeks (1950 hours), less four weeks (150 hours) annual leave and 10 days (75 hours) of public holidays or days in lieu of public holidays. Workload allocation for Part-time Employees will be calculated on a *pro rata* basis.
- 19.4 The University will ensure that the total work allocated to individual Employees is done through a transparent process and provides:
 - (a) sufficient time to perform their allocated research or scholarship, teaching and engagement/service activities;
 - (b) are not required to work excessive hours; and
 - (c) are reasonably able to take paid leave entitlements.
- 19.5 An Employee who, on grounds that their workload allocation has not been made in accordance with the matters set out in clause 19.2 is dissatisfied with their workload allocation may seek a review by the Head within 10 Business Days of receiving their allocation.

- 19.6 If the Employee is not satisfied with the outcome of action taken under clause 19.5 above then the Employee may seek a review by the SDVC. A review request will be set out in writing, be particularised and state the outcome being sought.
- 19.7 The SDVC will consider the matter within five Business Days, having regard to the matters set out in clause 19.2.

School Workload Models

- 19.8 The Head has responsibility for determining, developing and reviewing the School Workload Model in accordance with the University Academic Workload Framework. Where appropriate, the Head of School will collaborate with the Heads of Discipline or equivalent. The Head of School will consult with Employees covered by the model, including by inviting submissions and giving Employees a reasonable time to respond. The Head of School will give consideration and respond to any issues raised during the consultation period and forward the issues and the responses to the AWAC as part of an annual workload model submission.
- 19.9 School Workload Models will be:
- (a) used to allocate teaching loads within the School (or equivalent) on an annualised basis; and
 - (b) finalised and communicated to Employees by the end of the preceding academic year.
- 19.10 School Workload Models will be made available to all Employees in a School and be in such a form that enables an Employee to compare their workload with the model.
- 19.11 The teaching component of an Employee's workload will, where relevant, comprise:
- (a) delivery of class contact teaching, whether face to face or online; and
 - (b) other teaching-related activities, including but not limited to: unit coordination, unit development, and assessment marking.
- 19.12 School Workload Models will specify the number of weeks per year which will be the maximum period over which a Full-time teaching and research Employee will be required to carry out the duties in clause 19.11(a) and which:
- (a) will ordinarily be 26 weeks, but may vary according to the practice in the discipline; and
 - (b) may be varied in its application to an Employee with the agreement of that Employee.

Academic Workload Advisory Committee

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

- 19.14 The Academic Workload Advisory Committee will comprise:
- (a) Chair, being the SDVC or their nominee who will be an Employee;
 - (b) President, NTEU, or their nominee who will be an Employee;
 - (c) two elected Academic Employees;
 - (d) two Academic Employees nominated by the President, NTEU;
 - (e) three Employees appointed by the SDVC, in consultation with the President, NTEU UWA Branch, with the view of ensuring broad representation of different areas of the University; and
 - (f) DHR or their nominee in an advisory capacity.
- 19.15 Membership may be varied by agreement between the SDVC and the President of the NTEU UWA Branch. An Executive Officer will be appointed to the Academic Workload Advisory Committee.
- 19.16 Members appointed under clause 19.14(c) will have a two year term of office and may be reappointed for a subsequent term following a further nomination and election.
- (a) Nominations and elections for Employee representative on the AWAC will occur as soon as practicable at or around the expiry of the elected Employee's term of office. Where an elected Employee representative resigns during their term and a vacancy is created, endeavours will be made to fill the vacancy as soon as practicable; and
 - (b) the process of election of elected Employees will be the responsibility of the Chair, or their nominee or delegate.

Other

- 19.17 This clause does not apply to Casual or sessional Employees.

PART D: LEAVE

20 Annual Leave

- 20.1 This clause does not apply to Casual Employees.
- 20.2 A Full-time Employee is entitled to four weeks (150 hours) of paid annual leave for each completed year of service with the University, accrued progressively on a *pro rata* basis throughout the year of service.
- 20.3 Shift workers, being Employees engaged on shift work who regularly work on Sundays and/or Public Holidays, are entitled to one additional week's paid annual leave in accordance with the NES.
- 20.4 Part-time Employees are entitled to annual leave on a *pro rata* basis.
- 20.5 Annual leave is paid at the Ordinary Hourly Rate unless otherwise specified.
- 20.6 The minimum period of leave that may be taken is one hour.
- 20.7 Employees are encouraged to take accrued annual leave prior to the expiry of their appointment or resignation. Employees employed on a fixed term contract supported

by External Funding may be required to clear any leave entitlements prior to the expiry of the contract.

- 20.8 The University must not unreasonably refuse a request by an Employee to take paid annual leave provided that the approval of leave will have regard to the work commitments of the Employee and the operational requirements of the work area.
- 20.9 Annual leave must be cleared where possible:
- (a) in the case of the first entitlement by the end of February in the year following commencement; and
 - (b) within the calendar year it accrues thereafter.
- 20.10 Public Holidays as outlined in clause 25 or days taken in lieu of those days occurring during periods of annual leave will not be deducted from annual leave entitlements.
- 20.11 An Employee may elect to access up to a full year's leave entitlement in advance subject to the operational requirements of the work area. If the Employee subsequently resigns and has a negative entitlement, the Employee is required to repay the negative entitlement and authorise the deduction of an amount equal to the negative entitlement from the Employee's final payments. If the overdrawn amount exceeds the Employee's final payment, the Employee will pay the balance of the overdrawn amount which remains outstanding to the University within five Business Days, if it is not unreasonable in the circumstances.
- 20.12 An Employee will be paid for any accrued but untaken paid annual leave on termination of employment.

Direction to take Annual Leave

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

Cashing Out of Annual Leave

- 20.17 The University and an Employee may agree to cash out annual leave on reasonable grounds, which may include financial hardship.
- 20.18 An Employee may make an application in writing to the DHR to cash out a minimum of one week's annual leave.
- 20.19 A minimum balance of four weeks annual leave must be maintained for an application to cash out annual leave to be accepted.

- 20.20 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.
- 20.21 Cashed out annual leave does not count as service.

Annual Leave Loading

- 20.22 An Employee will accrue an amount of annual leave loading equal to 17.5% of the Ordinary Hourly Rate for four weeks per calendar year.
- 20.23 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males for the May reference period immediately preceding payment.
- 20.24 An Employee who commences after 1 January in any year is entitled to *pro rata* annual leave loading for the period of service in that year.
- 20.25 Annual leave loading is paid in November or the first pay period in December of each year.
- 20.26 Where an Employee ceases employment prior to the payment of annual leave loading, payment of *pro rata* annual leave loading applies upon termination.

21 Personal/Carer's Leave

- 21.1 Employees, excluding Casual Employees, are entitled to 12.5 days paid personal/carer's leave for each 12 months of completed service with the University.
- 21.2 Part-time Employees are entitled to personal/carer's leave on a *pro rata* basis.
- 21.3 On appointment, new Employees will be credited with 46.87 hours' personal/carer's leave or a *pro rata* equivalent for Part-time Employees. After completion of six months' service, personal/carer's leave accrues progressively according to the Employee's ordinary hours of work and accumulates from year to year.
- 21.4 An Employee is entitled to paid personal/carer's leave if:
- (a) the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee or to attend an appointment with a Registered Health Practitioner; or
 - (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 21.5 Where an Employee accesses personal/carer's leave the Employee must:
- (a) provide their Manager notice of the absence and expected period of the absence as soon as practicable; and
 - (b) in the case of personal leave, provide a medical certificate from a Registered Health Practitioner or evidence that would satisfy a reasonable person in the following circumstances (where applicable):
 - (i) where the leave is for a period of three or more consecutive working days;

- (ii) where the Employee is unable to resume work following another period of leave; or
 - (iii) where requested by the DHR or the Employee's Manager in accordance with University policy; and
 - (c) in the case of carer's leave, provide evidence to satisfy a reasonable person, such as a medical certificate or statutory declaration.
- 21.6 Where an Employee suffers a personal illness or personal injury during a period of annual leave or long service leave and provides a certificate from a relevant Registered Health Practitioner on their return from this period of leave, the Employee will be credited with additional annual or long service leave, whichever is applicable for the period they were certified as ill and the Employee's personal/carer's leave will be adjusted accordingly.
- 21.7 Employees, including Casual Employees, are entitled to two days of unpaid carer's leave per occasion as specified in clause 21.4(b). However, an Employee is not entitled to take unpaid carer's leave if they have access to paid personal/carer's leave.
- 21.8 Unpaid carer's leave may be taken as a single period of up to two days, or any separate periods to which the Employee and University agree, provided those separate periods amount to no more than two days.

Personal/Carer's Leave on Termination

- 21.9 Accrued but unused personal/carer's leave is not paid out on termination.
- 21.10 If an Employee who has retired on medical grounds subsequently resumes duty within 12 months of retirement, the Employee's personal/carer's leave accrual at the date of the Employee's retirement will be reinstated.
- 21.11 An Employee will retain any accrued but unused personal/carer's leave on termination if they resign or their contract expires and they are subsequently employed by the University within eight weeks.

Casual Exclusion

- 21.12 Except for unpaid carer's leave, this clause does not apply to Casual Employees. When taking unpaid carer's leave, Casual Employees must comply with the notice and evidence requirements provided at clause 21.5.

22 Family and Domestic Violence Leave

- 22.1 The University is committed to supporting an Employee who experiences family and domestic violence by:
- (a) ensuring an Employee, including a Casual Employee, is able to access their entitlement to 10 days of paid family and domestic violence leave in accordance with the NES; and
 - (b) maintaining University policy regarding family and domestic violence, including examples of the support the University can provide to Employees who are experiencing family and domestic violence.
- 22.2 Where an Employee has exhausted their entitlement to paid family and domestic violence leave in accordance with the NES, they may access other accrued leave in accordance with this Agreement and applicable University Policy at short notice:

- (a) personal/carer's leave;
- (b) annual leave;
- (c) long service leave; and
- (d) leave without pay.

23 Compassionate Leave and Cultural Leave

23.1 Where an Employee accesses leave under this clause the Employee must:

- (a) provide the University with notice of the absence and expected period of the absence as soon as practicable (which may be after the leave has started); and
- (b) if requested, provide information that would satisfy a reasonable person that the absence was taken for the reason the leave is available.

Compassionate Leave

23.2 Employees, including Casual Employees, are entitled to three days of paid compassionate leave per occasion when:

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

23.3 An Employee may take compassionate leave for a particular occasion if the leave is taken:

- (a) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained a personal injury referred to in clause 23.2(a)(i); or
- (b) after the death of the member of the Employee's Immediate Family or household, or the stillbirth of the child referred to in clause 23.2(a)(ii) or 23.2(b); or
- (c) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in clause 23.2(c).

23.4 Compassionate leave must be taken for a minimum period of one hour and may be taken as:

- (d) a single continuous three day period;
- (e) three separate periods of one day each; or
- (f) any separate periods as agreed between the Employee and the Head.

23.5 When a Casual Employee takes a period of paid compassionate leave in accordance with this clause, they will be paid at the Casual Employee's rate of pay, worked out as if the Casual Employee had worked the hours for which the Casual Employee was

rostered in that period. However, the University is not required to pay the Casual Employee in relation to such any period of compassionate leave that does not include hours for which the Casual Employee is rostered to work.

- 23.6 If an Employee requires additional paid compassionate leave, they may apply for additional leave days directly to their Manager.

Cultural Leave

- 23.7 **Cultural Leave** means leave taken for legitimate ceremonial and cultural purposes related to the Employee's customs, traditional law and participation in ceremonial activities.
- 23.8 Employees, other than Casual Employees, are entitled to up to 22.5 hours of paid Cultural Leave in any one calendar year. Part-time Employees and Employees engaged on a fixed term contract of less than 12 months receive a *pro rata* entitlement.
- 23.9 Cultural Leave must be taken in a period of at least one hour.
- 23.10 Employees who are Aboriginal or Torres Strait Islanders are also entitled to an additional four days paid leave in accordance with clause 4.9.

24 Community and Other Leave Entitlements

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

Jury Service Leave

- 24.6 An Employee, including a Casual Employee, who is required to serve on a jury is entitled to paid leave for their ordinary hours, or their rostered hours in the case of a Casual Employee, during such period as necessary to carry out the duties as a juror.
- 24.7 The Employee must provide to the University evidence that supports the Employee's eligibility for jury service leave and details of the length of expected absence from employment as soon as reasonably possible.
- 24.8 The Employee may be entitled to receive a travelling allowance from the Department of Justice.

Emergency Services Leave

- 24.9 An Employee who is a volunteer member of a recognised emergency management body is entitled to paid leave for their ordinary hours during such period as necessary to enable attendance at a voluntary emergency management activity.
- 24.10 Casual Employees are entitled to unpaid leave under clause 24.9.

Defence Force Reserves Training Leave

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

Veteran's Leave

- 24.12 An Employee who has an illness caused by or related to war service as certified by the Department of Veteran's Affairs and a Registered Health Practitioner is entitled to 112.5 hours paid leave per year, *pro rata* for Part-time Employees.
- 24.13 Veteran's leave may accrue up to 337.5 hours per year, *pro rata* for Part-time Employees, with the approval of the DHR.
- 24.14 Accrued but untaken veteran's leave is not paid out on termination.

International Sporting Events Leave

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

25 Holidays and Close Down

- 25.1 An Employee may be reasonably requested to work on a Public Holiday, taking into account the University's workplace, enterprise, operational requirements and the nature of the work performed by the Employee. An Employee may refuse to work on a Public Holiday. An Employee, other than Casual Employees, who works on a Public Holiday, in accordance with this clause, will receive a day off in lieu, with the day being taken during any close down period, unless otherwise agreed with the Employee's Manager.
- 25.2 Employees (other than Casual Employees) will be entitled to Easter Tuesday and Special New Year's Day as a day's leave in lieu for the Employee's ordinary hours of work on those days. These leave in lieu days are to be taken during any close down period in accordance with 25.5.
- 25.3 The University will have discretion to implement not more than two close down periods, to a total of 10 Business Days, per calendar year in close proximity to Christmas and Easter, provided that an Easter close down period cannot be more than five Business Days.
- 25.4 All close down periods must be notified to Employees no less than 12 months in advance.
- 25.5 During a close down period, affected Employees are required to take annual leave, long service leave or, by agreement with the Employee, leave without pay.

- 25.6 Employees, other than Casual Employees, who are required to work on Public Holidays that are not observed as University Holidays will receive one day's leave in lieu to be taken during the close down period
- 25.7 The University may, by agreement with affected Employees, nominate other close down periods based on operational requirements provided that the method for seeking agreement will be agreed between the University and the NTEU.
- 25.8 Clause 25 does not apply to Casual Employees.

26 Workplace Relations Leave

- 26.1 Workplace Relations Training includes short courses, seminars or conferences training as approved by the DHR, such approval not being withheld unreasonably, and includes necessary travel time.
- 26.2 An Employee, except for Casual Employees, will be granted up to 37.5 hours paid leave every calendar year to attend Workplace Relations Training provided that:
- (a) a written application is made to the DHR at least four weeks or lesser period by agreement prior to the commencement of the training;
 - (b) the application sets out the subject of the training, the commencement date, the length of the training, the venue and the Authority that is conducting the training; and
 - (c) the Employee has been employed by the University for at least 12 months.
- 26.3 Subject to approval by the DHR, such leave may be combined providing an Employee with 75 hours in a calendar year and zero hours the following calendar year.
- 26.4 Paid leave during ordinary working hours will be granted to an Employee who is:
- (a) required to give evidence before any industrial tribunal;
 - (b) an Employee Representative and is required to attend:
 - (i) negotiations and/or conferences with the University;
 - (ii) University approved consultative committees or working parties; or
 - (iii) meetings preliminary to negotiations or attendance at a hearing of an industrial tribunal,in respect of the Employee for whom they are acting as an Employee Representative.
- 26.5 Paid leave in accordance with clause 26.4 will only be granted for the minimum period necessary provided:
- (a) a written application is made to the DHR and approval received; and
 - (b) reasonable notice is given,
- before the leave is taken.
- 26.6 Payments for leave will be made at the Ordinary Hourly Rate for the Employee's ordinary hours of work that would have fallen during the period of workplace relations leave. It will not include shift allowances, penalty rates or overtime.

- 26.7 Where a Public Holiday or rostered day off falls during the duration of workplace relations leave, a day off in lieu of that day will not be granted.
- 26.8 The University is not liable for any expenses incurred by the Employee during the period of workplace relations leave.
- 26.9 The granting of leave is subject to University operational requirements.
- 26.10 An Employee will not be entitled to paid leave to attend workplace relations matters other than as set out in this clause.

27 Purchased Leave

- 27.1 A purchased leave arrangement (**Purchased Leave Arrangement**) is where an Employee, not including a Casual Employee, can apply to purchase up to eight weeks additional leave per year. The Employee agrees to a reduction in salary or wage over a 52 week period (**Reduced Rate of Pay**), commencing on the date of commencement of the Purchased Leave Arrangement proportional to the amount of additional leave purchased.
- 27.2 Under a Purchased Leave Arrangement, an Employee will receive the Reduced Rate of Pay spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

	Number of paid weeks (spread over 52 weeks)	Number of weeks purchased leave
(a)	44 weeks	8 weeks
(b)	45 weeks	7 weeks
(c)	46 weeks	6 weeks
(d)	47 weeks	5 weeks
(e)	48 weeks	4 weeks
(f)	49 weeks	3 weeks
(g)	50 weeks	2 weeks
(h)	51 weeks	1 week

- 27.3 An Employee and the University may agree to a Purchased Leave Arrangement, subject to University policy and the following requirements:
- (a) the Purchased Leave Arrangement must be approved by the DHR;
 - (b) the Purchased Leave Arrangement will apply for 12 months and must be renegotiated annually;
 - (c) additional leave may only be purchased in weeks, not days;
 - (d) purchased leave counts as service for all purposes; and
 - (e) purchased leave will be taken at a mutually agreed time during the relevant 12 month period.
- 27.4 Where an Employee has been unable to take the purchased leave, their salary or wage will be adjusted at the expiry of the 12 month period to refund the unused purchased leave subject of the Purchased Leave Arrangement.

27.5 Annual leave, personal leave or long service leave accrued prior to the Purchased Leave Arrangement and taken during the 12 month period of the Purchased Leave Arrangement will be paid at the Ordinary Hourly Rate applicable to the Employee immediately prior to the Purchased Leave Arrangement commencing. In all other circumstances, leave will be paid at either the Reduced Rate of Pay or the Employee's Ordinary Hourly Rate as applicable at the time of taking the leave. An Employee must notify their Manager of any paid leave taken during the Purchased Leave Arrangement to ensure the correct payment of paid leave during the Purchased Leave Arrangement.

28 Deferred Salary Scheme

28.1 An Employee, not including a Casual Employee, may apply for a deferred salary scheme by electing to take a reduced salary (**Reduced Rate of Pay**) for the duration of service in the scheme to obtain additional leave at a reduced rate of pay as follows:

Duration of service in scheme	Payment rate for service years (% of Annual Base Salary and any allowances paid to the Employee during the period)	Leave
4 years	80%	1 year's leave at 80% of salary.
4.5 years	90%	6 months leave at 90% of salary.
2 years	80%	6 months leave at 80% of salary.

28.2 Participation in a Deferred Salary Scheme is subject to approval by the DHR.

28.3 A deferred salary scheme is available to Part-time Employees on a *pro rata* basis.

28.4 Leave taken under this clause counts as service for all purposes, except for incremental progression.

28.5 The following periods will be deemed non-participatory periods for the purposes of the deferred salary scheme, delaying the commencement of the leave year:

- (a) secondments where the outside organisation pays;
- (b) leave without pay;
- (c) personal/carer's leave without pay greater than three months; and
- (d) unpaid Parental Leave.

28.6 An Employee may elect to maintain superannuation contributions based on the Annual Base Salary, or to alter the contributions to the appropriate proportion of the new salary. An Employee who elects to maintain contributions at the Annual Base Salary will be responsible for maintaining the difference in the University's contribution between the new salary and Annual Base Salary.

28.7 The Employee may withdraw from the deferred salary scheme by providing written notice. A lump sum payment of salary foregone to that time will be made and the Employee will not be entitled to an equivalent absence from duty.

- 28.8 An Employee may not work for the University during the period of leave provided under this clause.
- 28.9 Annual leave, personal leave or long service leave accrued prior to the deferred salary scheme and taken during the deferred salary scheme will be paid at the Ordinary Hourly Rate applicable to the Employee immediately prior to the deferred salary scheme commencing. In all other circumstances, leave will be paid at either the Reduced Rate of Pay or the Employee's Ordinary Hourly Rate as applicable at the time of taking the leave. An Employee must notify their Manager of any paid leave taken during the deferred salary scheme to ensure the correct payment of paid leave during the deferred salary scheme.

29 Leave Without Pay

- 29.1 The University may grant leave without pay upon application by an Employee and in accordance with University policy.
- 29.2 Any period of leave without pay granted under this clause will not exceed 12 months in the first instance.
- 29.3 The minimum period of leave without pay that may be granted is one day.
- 29.4 The University will normally require that an Employee exhaust all paid leave accruals before commencing a period of leave without pay except in the following circumstances:
- (a) accessing unpaid Parental Leave under the NES in accordance with and subject to the Parental Leave provisions at clause 31;
 - (b) providing care or support for an Employee's Immediate Family as defined at clause 21.4(b), provided that leave without pay for this purpose cannot be taken if the Employee has access to paid or unpaid personal/carer's leave;
 - (c) for the purposes of undertaking a secondment with another employer, as approved by the University;
 - (d) where personal illness or injury is supported by a medical certificate, provided that leave without pay for this purpose cannot be taken if the Employee has access to paid personal/carer's leave;
 - (e) where the Employee is experiencing family and domestic violence, provided that leave without pay for this purpose cannot be taken if the Employee has access to paid family and domestic violence leave in accordance with clause 22; or
 - (f) performing work for the University in a different role to the Employee's substantive role under a separate contract of employment or engagement with the University.
- 29.5 Any period of leave without pay taken by an Employee will not constitute a break in the Employee's continuous service however any period that exceeds two weeks will not count towards the Employee's period of service unless decided otherwise by the University, in its sole discretion.
- 29.6 Subject to the provisions of clause 25.1 no payment will be made for a Public Holiday falling within a period of leave without pay.

- 29.7 There will also be no credit of Special New Year's Day or Easter Tuesday to an Employee, where these days falls within a period of leave without pay.
- 29.8 There is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay unless the Employee suffers an illness resulting from pregnancy while on unpaid Parental Leave and the Employee has accrued but untaken Personal/Carer's leave.
- 29.9 No allowances will be paid during periods of leave without pay.
- 29.10 This clause does not apply to Casual Employees.

30 Long Service Leave

- 30.1 An Employee is entitled to 13 weeks long service leave, on full pay, after 10 years continuous service.
- 30.2 An Employee is entitled to an additional 13 weeks long service leave, on full pay, for each subsequent period of 10 years continuous service.
- 30.3 Where an Employee's FTE has varied during the accrual period, the Employee's ordinary hours for calculating long service leave will be averaged over the period.
- 30.4 An Employee may apply to take *pro rata* long service leave after seven years in the first qualifying period and three and a half years in the second and subsequent qualifying periods.
- 30.5 An Employee who takes any *pro rata* long service leave in accordance with clause 30.4 will not be liable to repay any monies representing *pro rata* long service leave if the Employee subsequently ceases to be employed prior to accruing the full entitlement.
- 30.6 Any Public Holidays (including Special New Year's Day and Easter Tuesday), occurring during a period of long service leave will not be treated as long service leave taken by the Employee.
- 30.7 An Employee must take long service leave as soon as reasonably practicable after it accrues.
- 30.8 Notwithstanding clause 30.7, an Employee who has given written notice of their retirement must not be required to take long service leave within 24 months of retirement.
- 30.9 Where an Employee provides more than six months notice, the taking of long service leave will be at a time of the Employee's choosing, unless the University establishes in exceptional circumstances that arrangements cannot be reasonably put in place for the time requested.
- 30.10 If the taking of long service leave is denied in accordance with clause 30.9:
- (a) it will be deemed that the Employee has been approved to defer taking long service leave; and
 - (b) an alternative arrangement, which is at the convenience of the Employee, should be agreed, where practicable, within one month of denial.
- 30.11 Where an Employee provides less than six months notice, the time of taking long service leave will be considered subject to operational requirements of the University.

- 30.12 The University and the Employee may agree, in writing, that the Employee cash out a portion of their accrued long service leave on any reasonable grounds including financial hardship.
- 30.13 A lump sum payment for an accrued long service leave entitlement will be paid to an Employee who resigns or has their employment terminated for any reason.
- 30.14 A lump sum payment for *pro rata* long service leave will be paid where:
- (a) an Employee genuinely retires;
 - (b) an Employee is retired for ill health or any other cause and the Employee has completed at least three years continuous service prior to the date of retirement;
 - (c) an Employee has died and the Employee has completed at least 12 months continuous service prior to the date of death;
 - (d) the University has terminated the employment of an Employee for any reason other than serious misconduct and the Employee has served a minimum continuous period of employment of five years; or
 - (e) an Employee resigns and the Employee has served a minimum continuous period of employment of 10 years.
- 30.15 The University will recognise service with other public universities and other public institutions subject to those public universities and other institutions having reciprocal arrangements with the University for the purposes of recognising long service leave entitlements.
- 30.16 The provisions of this clause do not apply to Casual Employees, however a Casual Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1958 (WA)*.

31 Parental Leave

Definitions

- 31.1 For the purpose of this clause:
- (a) **Continuous Service** means an unbroken period of service in accordance with the contract of employment but does not include any period of unauthorised absence.
 - (b) **Employee Couple** means two Employees of the University who are the spouse, including de-facto partner of the other.
 - (c) **Miscarriage** has the same definition as under the Act.
 - (d) **Partner** means a person who is a spouse, including de-facto spouse of a Primary Care Giver.
 - (e) **Stillbirth** has the same meaning as Stillborn under the Act.
 - (f) **Neonatal Death** means the death of an infant within 28 days of birth.
 - (g) **Primary Care Giver** means the Employee who will assume the principal role for the care and attention of a child or children.
 - (h) **Parental Leave** is a reference to both paid and unpaid Parental Leave.

Eligibility

- 31.2 Employees are entitled to Parental Leave and associated entitlements under this clause if:
- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's Partner; or
 - (ii) the placement of a child with the Employee for adoption, provided the child:
 - (A) is under 16 years;
 - (B) has not lived continuously with the Employee for a period of six months or more; and
 - (C) is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner; and
 - (b) the Employee has or will have a responsibility for the care of the child.
- 31.3 Casual Employees are not entitled to Parental Leave other than as expressly provided for in this clause 31.

Unpaid Parental Leave

- 31.4 Employees are entitled to unpaid Parental Leave of up to 24 months, in accordance with the provisions of the NES, except that this entitlement to unpaid Parental Leave arises regardless of the length of their Continuous Service with the University.
- 31.5 Regular Casual Employees, as provided for in section 67(2) of the Act, are eligible for unpaid Parental Leave in accordance with the Act.

Paid Parental Leave

- 31.6 An Employee, other than a Casual Employee, who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

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

- 31.7 A Fixed Term Employee or OCFE Employee will cease to have an entitlement to paid Parental Leave on the date their contract expires.
- 31.8 Part-time Employees are eligible for *pro rata* paid Parental Leave entitlements.
- 31.9 Where paid Parental Leave is taken at half pay, superannuation contributions will be made on a *pro rata* basis. Where an Employee elects to maintain superannuation contributions at the notional full-time rate, the Employee will be responsible for maintaining the difference between the notional full-time rate and the University's *pro rata* contribution.
- 31.10 To be eligible for a second or subsequent period of paid Parental Leave, the Employee must have returned to work with the University after each previous Parental Leave occasion:

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

31.11 An Employee who does not meet the requirements of clause 31.10 is entitled to 14 weeks paid Parental Leave for a second or subsequent period of paid Parental Leave.

Stillbirth and Neonatal Death

31.12 If the pregnancy of an Employee ends by Stillbirth, or there is a Neonatal Death and the Employee was otherwise entitled to paid Parental Leave under this clause, the Employee retains an entitlement to a maximum of 14 weeks paid Parental Leave.

Commencement and Taking of Parental Leave

31.13 Parental Leave must commence as follows:

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

31.14 Subject to 31.20, paid Parental Leave must be taken in a single continuous period. Paid Parental Leave under clause 31.6 runs concurrently with unpaid Parental Leave.

- 31.15 Parental Leave may be shared between an Employee Couple who are sharing the role of Primary Care Giver.
- 31.16 Parental Leave may be taken concurrently by an Employee Couple for a maximum of eight weeks.

Notice and Evidence Requirements

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

Using Flexible Paid Parental Leave to return to work

- 31.20 An Employee may elect to return to work as a Part-time Employee after taking at least 18 weeks of paid Parental Leave. Subject to the approval of their Manager and operational requirements of the University, the Employee may apply their remaining entitlement to paid Parental Leave (**Remaining Entitlement**) to maintain payment of their Annual Base Salary as if they were working their hours of work before commencing the period of Parental Leave.
- 31.21 Where this occurs, the Employee’s Remaining Entitlement will be paid to the Employee at the Employee’s Ordinary Hourly Rate for the hours that the Employee would otherwise be working and the Remaining Entitlement will reduce progressively and proportionality.
- 31.22 If the Employee does not use their full entitlement to paid Parental Leave (accrued in accordance with 31.6) within 52 weeks of first commencing paid Parental Leave or before commencing a subsequent period of paid Parental Leave any Remaining Entitlement expires.
- 31.23 For the avoidance of doubt, the Employee’s qualifying period for a second or subsequent period of paid Parental Leave will resume once the Employee has returned to work under this arrangement.

Partner Leave

- 31.24 An Employee who is the Partner of the birthing parent or adoptive parent and who is not the Primary Care Giver is entitled to partner leave as follows:

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

- 31.25 An Employee must notify the University within 3 months from the date of birth or placement of the child of the date they wish to elect for Partner Leave to be taken. The leave must be taken within 12 months from the date of birth or placement of the child.

Transfer to a Safe Job

- 31.26 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to a pregnant Employee make it inadvisable for the Employee to continue in their present duties:
- (a) the duties will be modified; or
 - (b) the Employee may be transferred to a safe position at the same classification level and ordinary hours of work (unless otherwise agreed) until the Employee commences Parental Leave.
- 31.27 Where there is no safe position available the Employee is entitled to take paid no safe job leave for the period the Employee is deemed to be at risk.

Return to Work

- 31.28 An Employee may apply to end their Parental Leave early. Approval of the application is subject to the needs of the relevant School or Section to be reasonably determined by the Head, and will not be unreasonably denied.
- 31.29 Where an application to end the period of Parental Leave early and return to work is made by the birthing parent Employee within six weeks after the day on which the pregnancy ends, the application must be supported by a medical certificate indicating the Employee is fit to resume duty.
- 31.30 An Employee on return to work from Parental Leave is entitled to the same position or a position equivalent in pay, conditions and status commensurate with the Employee's skill and abilities required in the substantive position held immediately prior to proceeding on Parental Leave.
- 31.31 Where the Employee was transferred to a safe job, in accordance with this clause, the Employee is entitled to return to the position occupied immediately prior to transfer to the safe job.
- 31.32 An Employee returning from Parental Leave is entitled to make a flexible working request in accordance with the Act, including a request to return on a part-time basis. Such request should be made at least six weeks prior to the expected return date or as soon as practicable.
- 31.33 Where an Employee returns to work on a part-time basis, they may revert to full-time hours at the same classification level within two years of returning from Parental Leave. However, where the return to work on a part-time basis was agreed for a specified period, the Employee may apply to return to full-time hours before the end of that specified period, and the University may only refuse such request on reasonable business grounds.

Effect of Parental Leave on Employment

- 31.34 Absence on paid Parental Leave counts as service for all purposes under this Agreement.
- 31.35 Absence on unpaid Parental Leave does not break continuity of service but is not taken into account when calculating a period of service for any purpose under this Agreement.

Paid Lactation Breaks

- 31.36 Paid lactation breaks are provided to employees who are breastfeeding, expressing milk, or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break provided for in this Agreement.
- 31.37 An Employee will be entitled to reasonable lactation breaks, to be taken in consultation with their Manager.

32 Gender Affirmation Leave

- 32.1 The University celebrates diversity and is committed to the promotion of inclusion and belonging. The University will support Employees who are affirming their gender identity. Eligible Employees who have completed at least 12 months continuous employment with the University, are entitled to 20 days per annum of paid gender affirmation leave.
- 32.2 Part-time Employees are entitled to paid gender affirmation leave on a *pro rata* basis.
- 32.3 Employees accrue their full entitlement to gender affirmation leave on completion of each 12 months continuous employment, up to a maximum of 20 days. This leave does not accumulate from year to year.
- 32.4 Paid gender affirmation leave is calculated at the Employee's Ordinary Hourly Rate.
- 32.5 If the Employee has exhausted their entitlement to paid gender affirmation leave and requires additional leave to complete or continue affirming their gender, the Employee may apply for paid personal leave in accordance with clause 21. If the Employee has exhausted their entitlement to paid personal/carer's leave, the Employee may apply for leave without pay in accordance with clause 29.
- 32.6 Gender affirmation leave is provided in addition to any other leave types available to the Employee.
- 32.7 Periods of paid gender affirmation leave will count as service for all purposes under this Agreement.
- 32.8 The Employee may request to access gender affirmation leave for the purpose of any gender affirmation process or procedure, provided that:
- (a) it requires the Employee to be absent from work for medical purposes (including surgery/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures) and legal affirmation (specifically, legally changing the Employee's gender marker on personal identification documents such as the Employee's passport, birth certificate and driver's licence); and
 - (b) it is consistent with the Employee's gender affirming care plan provided in accordance with clause 32.10(a).
- 32.9 Subject to the operational needs of the University, the University will approve the leave on receipt of the notice in accordance with clause 32.10.
- 32.10 Notice and evidence requirements for gender affirmation leave:
- (a) To be eligible to access the leave in accordance with this clause, the Employee must, on or before the first occasion they apply for the leave, provide a copy of a gender affirming care plan endorsed by the Employee's general practitioner or medical specialist; and

- (b) The Employee must apply in writing for paid gender affirmation leave to their manager or to the DHR consistent with their gender affirming care plan. Applications for the leave will be dealt with confidentially and sensitively.

The application must include the following details:

- (i). advise the period of leave proposed to be taken; and
- (ii). in the case of medical appointments and/or medical procedures include a medical certificate or letter from the Employee's general practitioner or health/medical specialist; or
- (iii). in the case of non-medical purposes, evidence that would satisfy a reasonable person.

32.11 Any application for paid personal/carer's leave pursuant to clause 32.5 must be accompanied by evidence referred to in clause 32.10.

32.12 This clause does not apply to Casual Employees.

PART E: PERFORMANCE AND DEVELOPMENT

33 Staff Appraisals

- 33.1 Where practicable, Employees will participate in an annual staff appraisal with their Manager.
- 33.2 The staff appraisal process aims to assist Employees to perform at their optimum level and Managers will adopt a professional and constructive approach.
- 33.3 Managers are required to receive relevant training prior to undertaking reviews.
- 33.4 Where practicable, Employees will be offered relevant training before undertaking their staff appraisal.
- 33.5 Issues of unsatisfactory performance will be addressed in accordance with clause 34 and not this clause.
- 33.6 This clause does not apply to Casual Employees or Fixed Term Employees with a term of employment equal to or less than 12 months.

34 Performance Management

- 34.1 This clause sets out the University's process to manage unsatisfactory performance. This clause does not apply to casual or probationary Employees.
- 34.2 The University's preference is for early action when dealing with instances of unsatisfactory performance. Managers are expected to discuss any performance issues with Employees as these arise and work with the Employee to resolve the issues. Such actions may include:
- (a) discussing the matter with the Employee;
 - (b) providing feedback on performance to the Employee; and
 - (c) conducting regular performance reviews.
- 34.3 The process for performance management is set out below.

Stage 1 Identifying and Responding to Performance Concerns

- 34.4 The steps at Stage 1 must be completed before commencing Stage 2.
- (a) The Manager identifies performance concerns to the Employee.
 - (b) The Employee will be given an opportunity to respond to the concerns and to indicate whether there are any mitigating circumstances that might be impacting on the Employee's performance. The Manager may make temporary adjustments to address the Employee's circumstances.
 - (c) The Manager and Employee will discuss measures that may be taken to improve the Employee's performance and a timeframe for assessing whether those measures have helped improve the Employee's performance. The Manager may set down a date to meet again to discuss and review the Employee's progress against the measures.
 - (d) Where the Employee's performance has improved to a satisfactory standard, this performance management process will be discontinued.
 - (e) Where the Employee does not improve their performance to a satisfactory standard, the Manager may commence a Performance Improvement Plan set out in Stage 2.

Stage 2 Implementing a Performance Improvement Plan

- 34.5 Where the Employee's performance has not improved to a satisfactory standard the Manager will implement a Performance Improvement Plan (PIP). Where this occurs, the Manager will advise the Employee:
- (a) that a PIP is being implemented;
 - (b) of the performance issues, expected performance standards and reasonable measures that can be offered to support the Employee to improve their performance;
 - (c) of the reasonable timeframe(s) within which the Employee is expected to meet the required performance standard;
 - (d) the dates on which the Manager and Employee will meet at regular intervals to discuss the Employee's performance against the PIP; and
 - (e) the potential consequences if performance is not improved to the expected standard and within the relevant timeframe(s), which may include termination of employment.
- 34.6 The Employee may have a support person attend any of the meetings regarding the PIP. The Manager is not required to agree to undue delays in the discussion occurring because of the unavailability of the Employee's chosen support person.
- 34.7 If the Employee refuses to participate in the PIP process, the Manager may issue a lawful direction to the Employee to participate in the process.

Stage 3 Review of Performance Improvement Plan

- 34.8 If the Employee has met the expected performance standards of the PIP within the timeframe(s) set out in the PIP, the process will cease and the Manager will confirm this with the Employee.
- 34.9 If the Employee has not met the expected performance standards of the PIP within the timeframe(s) set out in the PIP, and the Manager considers that disciplinary action is appropriate, the Manager will advise the Employee that further action is being considered.

- 34.10 If the Manager considers that disciplinary action is appropriate in the circumstances, the Manager will refer the matter to the DHR and the performance management process will proceed to Stage 4.

Stage 4 Disciplinary Action

- 34.11 On receipt of a referral from the Manager, the DHR will review the matter in a timely manner. If the DHR decides that disciplinary action (up to and including termination of Employment) is appropriate in the circumstances, the DHR will:
- (a) meet with the Employee and advise the Employee that the Employee has not met the performance expectations of the PIP and that the DHR is considering disciplinary action up to and including termination of employment. The Employee will be provided this information in writing at or after the meeting and may bring a support person to the meeting; and
 - (b) provide the Employee with a period of five Business Days to respond to the performance concerns and to show cause as to why the proposed disciplinary action should not be taken. The DHR will consider any reasonable request by the Employee to extend the timeframe to respond.
- 34.12 After expiry of the relevant timeframe or receipt of the Employee's response (if any), the DHR will determine the appropriate action (which may include disciplinary action up to and including termination of employment) in the circumstances, taking into account:
- (a) the Employee's response (if any);
 - (b) the relevant performance concerns;
 - (c) any support offered to the Employee to improve their performance; and
 - (d) any mitigating circumstances raised by the Employee.
- 34.13 The DHR will advise the Employee in writing of their decision.

Review of Decision

- 34.14 Following the completion of Stage 4 Disciplinary Action where a decision results in action other than termination of employment (e.g., reclassification, deferment of increment), The Employee may request a review of the decision of the DHR by the VC or nominee. The Employee must make the request in writing within five Business Days after notification of the decision.
- 34.15 The decision of the DHR remains in effect during any review.
- 34.16 Where possible, the VC or nominee will inform the Employee of the outcome within 14 days of receiving the review request in writing, or as soon as practicable after the 14 days has expired.

35 Misconduct

- 35.1 All Employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Ethics and Code of Conduct, and all laws of the State and Commonwealth.
- 35.2 The principles of procedural fairness and natural justice will be applied throughout the misconduct process.
- 35.3 For the purposes of this clause, misconduct includes, but is not limited to:

- (a) negligence in the performance of an Employee's duties;
 - (b) misbehaviour;
 - (c) refusal to carry out a lawful and reasonable instruction; or
 - (d) a breach of the University's Code of Conduct and Code of Ethics.
- 35.4 For the purposes of this clause, serious misconduct includes, but is not limited to:
- (a) wilful, or deliberate, behaviour that is inconsistent with the continuation of the Employee's employment; or
 - (b) conduct that causes imminent, and serious, risk to:
 - (i) the health, or safety, of a person, animal or environment;
 - (ii) the reputation, viability or financial sustainability of the University, except where an Employee was validly exercising their right to academic freedom and freedom of speech in accordance with clause 5;
 - (c) serious misconduct may also include circumstances where the Employee has engaged in repeated misconduct.
- 35.5 Examples of serious misconduct include, but are not limited to:
- (a) threatened or actual assault of another Employee, student or member of the public;
 - (b) serious conflict of interest;
 - (c) acts of dishonesty in relation to University property and facilities i.e. misappropriation or repeated damage or misuse of University property or facilities;
 - (d) serious instances of bullying, abuse or sexual harassment of another Employee of the University, student or member of the public;
 - (e) continuing or repeated instances of misconduct;
 - (f) serious failure to observe occupational, health, safety and welfare policies, instructions and requirements; and/or
 - (g) refusal to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
- 35.6 Research misconduct includes:
- (a) fabrication;
 - (b) falsification;
 - (c) plagiarism;
 - (d) falsification or misrepresentation to obtain funding;
 - (e) deception in proposing, carrying out or reporting the results of research, including misleading ascription of authorship;
 - (f) failure to declare or manage a serious conflict of interest;
 - (g) avoidable failure to follow research protocols as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;

- (h) conduct of research without ethics approval as required by the National Statement on Ethical Conduct in Human Research or the Australian Code for the Care and Use of Animals for Scientific Purposes or successor documents;
- (i) conduct of research with or transporting of genetically modified organisms without approval as prescribed in the Gene Technology Act and Regulations;
- (j) conducting research without the requisite approvals, permits or licences;
- (k) repeated or continuing conduct of research and/or publication without consultation and agreement as required by the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research and Guide to Applying the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research or successor documents;
- (l) wilful concealment or facilitation of research misconduct by others; or
- (m) repeated or continuing breaches of the Australian Code for the Responsible Conduct of Research including where these have been the subject of previous counselling or specific direction.

Investigations and allegations

- 35.7 Concerns about the conduct or behaviour of an Employee may be referred to the DHR to consider in accordance with this clause. Concerns about research misconduct by an Employee may be referred to the SDVC to consider in accordance with this clause. The DHR (or the SDVC for research misconduct) may determine to undertake an investigation or other enquiries as they consider appropriate to determine how to deal with the matter.
- 35.8 Before the DHR (or the SDVC for research misconduct) takes disciplinary action against an Employee for reasons amounting to misconduct or serious misconduct, the DHR must take steps in this clause.
- 35.9 If the DHR (or the SDVC for research misconduct) considers that such allegation/s of misconduct or serious misconduct warrant further investigation, they:
- (a) will notify the Employee in writing of the allegations in sufficient detail to enable the Employee to understand the precise nature of the allegations and to properly consider and respond to them, and require the Employee to submit a written response within 10 Business Days; or
 - (b) in the case of allegations of research misconduct, the SDVC will consult with the DVC Research and any investigation will be conducted in accordance with this clause and consistent with the provisions of the Research Code, associated guides or successor documents.
- 35.10 At any stage during a process conducted under this clause, the DHR (or the SDVC for research misconduct) may suspend the Employee on full pay or, may suspend the Employee without pay if the DHR is of the view that the alleged conduct amounts to conduct of a kind envisaged in clause 35.3 to 35.5. Provided that:
- (a) where suspension without pay occurs at a time when the Employee is on paid leave the Employee will continue to receive pay for the remaining period of paid leave;
 - (b) the Employee may engage in paid employment or apply for any accrued annual or long service leave for the duration of the suspension without pay, so long as the paid employment does not conflict with any obligation the Employee owes

to the University or impact the Employee's capacity to participate in the process set out in this clause;

- (c) the VC or nominee may at any time direct that salary be paid on the ground of hardship; and
 - (d) during any period of suspension, the Employee may be excluded from the University, provided that they are permitted reasonable access to the University to participate in the process set out in this clause or to collect personal property.
- 35.11 The DHR (or the SDVC for research misconduct) will review and consider any investigation or other enquiries where conducted in accordance with clause 35.9, the allegations and Employee's response to the allegations (if any). The DHR (or the SDVC for research misconduct) may seek additional information and/or clarify with the Employee about their response to the allegations.
- 35.12 In the absence of a response to the allegations by an Employee, the DHR (or the SDVC for research misconduct) will review and consider the available material.
- 35.13 Where the DHR (or the SDVC for research misconduct) determines:
- (a) there has been no misconduct or serious misconduct, no further action under this clause will be taken and the DHR (or the SDVC for research misconduct) will advise the Employee in writing of their decision; or
 - (b) the Employee has engaged in misconduct or serious misconduct, the DHR (or the SDVC for research misconduct) may take disciplinary action against the Employee in accordance with the provisions of this Agreement.

Disciplinary Action

- 35.14 Disciplinary action is limited to:
- (a) formal censure or counselling, such as providing a warning or requiring the Employee to attend training; or
 - (b) suspension with or without pay for a reasonable period; or
 - (c) transfer to another position and/or location; or
 - (d) withholding of an increment; or
 - (e) demotion by one or more increments; or
 - (f) demotion by one or more classification levels; or
 - (g) termination of employment.
- 35.15 Termination of employment will only be considered where an Employee has engaged in serious misconduct or research misconduct that amounts to serious misconduct in accordance with clause 35.4.

Decision by the DHR (or the SDVC for research misconduct)

- 35.16 The DHR (or the SDVC for research misconduct) will advise the Employee in writing of their decision, which will include:
- (a) whether the Employee has engaged in misconduct or serious misconduct;
 - (b) what (if any) disciplinary action will be taken; and
 - (c) the operative date of any disciplinary action.

- 35.17 If the DHR (or the SDVC for research misconduct) determines there has been no serious misconduct and the Employee has been suspended without pay, any lost income and accrual-based entitlements will be reinstated to the Employee as if there was no serious misconduct.
- 35.18 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 35.14(b)-(f) is unreasonable the Employee may initiate a Dispute in accordance with clause 48.
- 35.19 The decision of the DHR (or the SDVC for research misconduct) will take effect five working days after the date the Employee is notified of the decision in writing.

Independent Review of Decision

- 35.20 An Employee may seek a review of the decision of the DHR (or the SDVC for research misconduct) to terminate the Employee's employment by an Independent Reviewer within five Business Days of the Employee being notified of the decision, on the basis that:
- (a) the procedures outlined in this clause have not been followed; and/or
 - (b) the decision of the DHR or the SDVC was not reasonable.
- 35.21 The Employee must advise the VC (or delegate) in writing of a request in accordance with clause 35.20 and the reasons for requesting the review.
- 35.22 The Employee must provide the VC (or delegate) with the following within 10 Business Days of their request for review:
- (a) any written submissions supporting the request for review;
 - (b) any documentary evidence that the Employee relies on based on the reasons for review; and
 - (c) whether the Employee requests to be heard in person or not by the Independent Reviewer.

The Independent Reviewer

- 35.23 The VC (or delegate) will engage an Independent Reviewer within 10 Business Days of the Employee submitting the request for review. The Independent Reviewer is to be agreed by the University and the NTEU from a pool of Independent Reviewers agreed between the University and the NTEU, who are external to the University and who have expertise in employee relations matters.
- 35.24 The VC (or delegate) will provide the Independent Reviewer with the Employee's and University submissions and any supporting materials as soon as practicable after receiving the Employee's materials in accordance with clause 35.22 (if any). The University's submission and any supporting materials will be provided to the Employee at the same time as the Independent Reviewer.
- 35.25 In carrying out their role, the Independent Reviewer:
- (a) will act quickly, fairly, impartially, and maintain confidentiality at all times;
 - (b) will afford procedural fairness to the Employee and University;
 - (c) will consider the submissions and materials provided to them;
 - (d) may request additional information if the Independent Reviewer considers this necessary; and

- (e) will allow a reasonable opportunity for the Employee to be heard in person upon request, in which case the University will be notified and will be given the opportunity to attend the hearing and respond.

For this purpose, the Employee may nominate an Employee Representative and the University may also be represented.

- 35.26 The Independent Reviewer will report their findings to the Employee and the VC or nominee in writing outlining whether:
 - (a) The procedures outlined in this clause have been followed; and
 - (b) The decision of the DHR or SDVC was reasonable.
- 35.27 Where an Employee has been suspended without pay, the Independent Reviewer will consider whether this should continue or not and make recommendations as part of their report on their findings in accordance with clause 35.26, unless they are of the view this should be considered earlier, in which case they will provide an interim report on the suspension only to the VC (or delegate) to consider and determine in accordance with clauses 35.30 to 35.31. The Independent Reviewer will continue to review the matter and report on their findings in accordance with the timelines outlined in this clause.
- 35.28 The Independent Reviewer will provide their report within 10 Business Days of receiving the submissions or, if there is a hearing requested by the Employee, within a further five Business Days of that hearing.
- 35.29 The VC (or delegate) will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to 10 Business Days.

Further Consideration

- 35.30 The VC (or delegate) having considered the Independent Reviewer's report based on the facts, may confirm the original decision or may reconsider and determine what, if any, different disciplinary action should be taken. The VC (or delegate) may seek additional information.
- 35.31 The VC (or delegate) will advise the outcome of their further consideration in writing to the Employee. Where the original decision is confirmed, the notice period (if any) (or payment in lieu) will then apply from the date of the written notification to the Employee in accordance with this clause.
- 35.32 This clause does not apply to a Casual or probationary Employee.

PART F: CONSULTATION AND COMMUNICATIONS

36 Academic Employees Consultative Committee

- 36.1 The role of the Academic Employees Consultative Committee (**ACC**) is to:
 - (a) facilitate consultation between the University and Employees on workplace relations and human resource matters by:
 - (i) providing an open forum to raise workplace relations issues;
 - (ii) reviewing significant human resource policy initiatives and providing feedback on the development and implementation of such initiatives; and
 - (b) consider and discuss matters in accordance with clauses 4.5 and 4.6; and

- (c) consider and discuss matters in accordance with clause 10.4.
- 36.2 The ACC will usually meet on a monthly basis.
- 36.3 The committee comprises:
 - (a) SDVC as Chair;
 - (b) three Employee nominees of the Chair;
 - (c) three Employee nominees of the NTEU; and
 - (d) three elected Employee representatives.
- 36.4 Members appointed under clause 36.3(c) and (d) will have a two year term of office and may be reappointed for a subsequent term following a further nomination and election.
- 36.5 Elections:
 - (a) Nominations and elections for Employee representative on the ACC will occur as soon as practicable at or around the expiry of the elected Employee representative's term of office. Where an elected Employee representative resigns during their term and a vacancy is created, endeavours will be made to fill the vacancy as soon as practicable; and
 - (b) the process of election of Employee representatives will be the responsibility of the Chair, or their nominee or delegate.
- 36.6 Subject to the operational requirements of the University, time release will be provided to Employees of the ACC to perform those functions specified in this Agreement.

37 Consultation on Workplace Change

- 37.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.
- 37.2 Workplace change is deemed to be significant if it results in one or more of the following:
 - (a) termination of employment due to Redundancy, including where it is proposed that existing jobs will be outsourced;
 - (b) major changes in the composition, operation or size of the University's workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) change to hours of operation;
 - (e) the need to transfer to another campus;
 - (f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Employees,provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.
- 37.3 For the avoidance of doubt, nothing in this clause prevents or otherwise limits the University from consulting with Employees regarding potential changes it may

introduce or is considering introducing before making a definite decision to introduce a significant workplace change for the purposes of clause 37.1.

Step 1 - Consultation on Significant Workplace Change

- 37.4 Where the University proposes a significant workplace 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.
- 37.5 Formal consultation will include provision of a written proposal which sets out:
- (a) the specific nature of the proposed change and underlying business case rationale for the proposed change;
 - (b) information about the significant workplace change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) the impact the significant workplace change is likely to have on the Affected Employees, including during the implementation of the significant workplace change;
 - (d) a reasonable timeframe for consultation of not less than 10 Business Days, unless otherwise agreed; and
 - (e) any measures that the University is considering in order to avert or mitigate any impact of the proposed significant workplace change on the Affected Employees.
- 37.6 The University will provide the opportunity to meet and confer with Affected Employees on the proposed significant workplace change and any potential alternative proposals.
- 37.7 The University will provide the opportunity for Affected Employees to submit written responses within the consultation timeframe.
- 37.8 The University will give prompt and genuine consideration to matters raised during the stated formal consultation period by the Affected Employee(s) and their Union/nominated representative(s).

Step 2 – Implementation of Significant Workplace Change

- 37.9 The University will, as soon as practicable after making its decision, provide the Affected Employees and the relevant Unions or other nominated representative(s) with a copy of a change implementation plan which includes:
- (a) a proposed indicative timeframe for the implementation of the significant workplace change;
 - (b) any support measures offered to Affected Employees during the implementation of the significant workplace change; and
 - (c) an indicative summary of the distribution of relevant work following the implementation of significant workplace change.
- 37.10 The University will continue to consult with and support Affected Employees during the implementation of the significant workplace change, and will seek to avoid or mitigate against any detrimental outcomes for Affected Employees.
- 37.11 Casual Employees who are Affected Employees and are required by the University to attend meetings relating to consultation on significant workplace change will be paid for their attendance at such meetings.

- 37.12 For the purposes of this clause 37, **Affected Employees** means the Employees who may be affected by a change referred to in clause 37.1.

Transfers

- 37.13 The University retains the right to transfer Employees who may be impacted by a significant workplace change where the University is able to identify Suitable Alternative Employment. The transfer is subject to the University giving the Employee 10 Business Days written notice of the transfer.

38 Consultation on Change to Regular Rosters or Ordinary Hours of Work

- 38.1 Where a decision has been made to change an Employee's regular rosters or ordinary hours of work the University will, as soon as practicable:
- (a) discuss with the Relevant Employee(s) the introduction of the change;
 - (b) provide information to the Employee(s) about the change, including the nature of the change, what the University reasonably believes will be the effects of the change on the Employee(s), and information about any other relevant matters;
 - (c) invite the Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (d) give prompt and genuine consideration to any view given by the Employee(s) about the impact of the change.
- 38.2 Where the relevant Employee has appointed the NTEU or any other nominated representative(s), the University will recognise the representative.
- 38.3 The University is not required to disclose irrelevant, confidential or commercially sensitive information to the Relevant Employee(s) or their representative(s).
- 38.4 For the purposes of this clause 38, **Relevant Employees** means the Employees who may be affected by a change referred to in clause 38.1.

PART G: FLEXIBILITY

39 Individual flexibility arrangements

- 39.1 The University and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - (i) allowances;
 - (ii) leave loading;
 - (iii) additional purchased leave; and
 - (b) the arrangement meets the genuine needs of the University and an Employee in relation to one or more of the matters mentioned in clause 39.1(a); and
 - (c) the arrangement is genuinely agreed to by the University and the Employee.
- 39.2 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;

- (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 39.3 The University must ensure the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the University and Employee;
 - (c) is signed by a nominee of the University and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 39.4 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 39.5 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the University and the Employee.

40 Requesting Flexible Working Arrangements

- 40.1 Employees can make a request for a flexible working arrangement to their Manager in accordance with the Act.
- 40.2 The Manager must respond to a request for a flexible working arrangement in accordance with the Act.

PART H: CEASING EMPLOYMENT

41 Termination of Employment

- 41.1 The University may terminate the contract of employment of an Employee, not including a Fixed Term Employee, OCFE Employee or Casual Employee, in accordance with the following clauses:
- (a) clause 11 – Probation;
 - (b) clause 34 – Performance Management;
 - (c) clause 35 – Misconduct;
 - (d) clause 45 – Managing Ill or Injured Employees; or
 - (e) clause 46 – Redundancy.

- 41.2 The University may terminate employment in accordance with clause 41.1 in writing, by the University providing notice as follows:

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

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

A reference to continuous service with the University in this clause does not include periods of employment as a casual employee of the University.

- 41.3 For Casual Employees, employment may be terminated at any time by one hours' notice.
- 41.4 The University may require the Employee to either work the notice period or may, at the University's sole discretion, make a payment in lieu of part or all of the notice period.
- 41.5 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct in accordance with clause 35. In these circumstances, the Employee is only entitled to be paid for the time worked up to the termination of employment.

42 Expiry of Fixed Term Employment

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

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

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

- 42.2 Where, because of circumstances relating to the provision of External Funding or funding otherwise beyond the University's control, the University is not reasonably able to give the notice required by clause 42.1 it will be sufficient compliance if the University advises those circumstances to the Fixed Term Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Fixed Term Employee at the earliest practicable date thereafter.

Severance Pay

42.3 Severance pay will be payable, as outlined below, where:

- (a) the Fixed Term Employee is employed on the basis of:
 - (i) Organisational Change;
 - (ii) Recent Professional Practice;
 - (iii) Specific task or project;
 - (iv) Research; or
 - (v) New initiative; and
- (b) in circumstances where:
 - (i) the University has advised it will not renew or continue the Employee's employment;
 - (ii) before the end of the Employee's fixed term employment, the Fixed Term Employee confirms in writing to the University their preference to continue employment with the University; and
 - (iii) the Fixed Term Employee is employed on a second or subsequent fixed term contract.

42.4 Severance pay for 42.3(a)(i) Organisational Change, 42.3(a)(ii) Recent professional practice, or 42.3(a)(v) New initiative:

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

42.5 Severance pay for 42.3(a)(iii) Specific task or project, or 42.3(a)(iv) Research:

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

Termination Prior to End of Fixed Term

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

- (a) during a probationary period;

- (b) for serious misconduct; or
- (c) for unsatisfactory performance;

In these circumstances, the period of notice of termination is as required by clause 42.1 and severance pay under clauses 42.4 and 42.5 is not payable. In cases of termination for serious misconduct, notice of termination under clause 41.2 is not required.

43 Termination – OCFE Employees

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

- (a) the funding that supports the position ceases or is insufficient;
- (b) the Employee is no longer able to perform the inherent requirements of the position; or the termination is in accordance with:
 - (i) clause 34 – Performance Management; or
 - (ii) clause 35 – Misconduct.

43.2 Where an Employee’s employment is terminated under clause 43.1 they will be entitled to notice or payment in lieu of part or all of such notice being:

- (a) four weeks;
- (b) five weeks where the OCFE Employee is over 45 years of age and has more than two years of continuous service; or
- (c) where a lesser period of notice applies in accordance with:
 - (i) clause 34 – Performance Management; or
 - (ii) clause 35 – Misconduct,
 then that notice period will apply.

43.3 An OCFE Employee whose employment is terminated under clause 43.1(a) is entitled to severance pay in accordance with the following:

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

43.4 An OCFE Employee is not entitled to severance pay under clause 43.3 if:

- (a) they decline an offer of further employment with the University;
- (b) they do not otherwise seek to continue their employment with the University;
- (c) they obtain further employment within the University without the loss of accrued entitlements;
- (d) the University assists them to secure the Suitable Alternative Employment with another employer with a transfer of all accrued entitlements; or
- (e) their employment is terminated in accordance with:
 - (i) clause 34 – Performance Management; or
 - (ii) clause 35 – Misconduct;

44 Resignation or Retirement

- 44.1 Ongoing, OCFE and Fixed Term Employees are required to give at least six months notice in writing of their intention to resign or retire, or the remainder of the term of their contract of employment, whichever is the lesser period.
- 44.2 Casual Employees are required to provide one hours notice of their intention to resign.
- 44.3 The University and the Employee may agree to a shorter period of notice.
- 44.4 To the extent permitted by law, where an Employee fails to provide the required notice, the University may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit payments for the period not worked.

45 Managing Ill or Injured Employees

- 45.1 Where the University has doubts regarding an Employee's capacity to perform their regular duties, the Employee may be directed with 4 weeks' notice, unless agreed otherwise, to undergo a medical examination by a Registered Health Practitioner nominated by the University, at the University's expense.
- 45.2 The University will advise the Employee of the time, place and purpose of the medical examination and provide a copy of the medical report to the Employee.
- 45.3 When providing a medical report, the Registered Health Practitioner will, as far as possible, apply similar standards applied by the Employee's superannuation or insurance scheme and the requirements of the work of the Employee.
- 45.4 If the medical report reveals that the Employee is unlikely to be able to perform or resume their duties within a reasonable period, not usually less than 12 months, the University may terminate the employment of the Employee in accordance with the notice required by the Employee's contract of employment or where no notice is specified a period of 6 months or payment in lieu of notice. Prior to taking action to terminate the Employee's employment, the University will offer the Employee the opportunity to submit a resignation.
- 45.5 Refusal or non-attendance at a medical examination by the Employee may be construed as evidence that the Employee was unable to perform their duties and was unlikely to be able to resume them within a reasonable period, and the University may proceed to terminate the Employee in accordance with this clause.

- 45.6 Within 10 Business Days of being given notice of termination of employment as per clause 45.4, the Employee may notify the University that they intend to have the findings confirmed by an agreed Registered Health Practitioner. The Employee will provide these findings to the University within 20 Business Days or a further agreed period. Any termination actions will be suspended by the University during this period.
- 45.7 An Employee who has been required to undertake a medical examination under clause 45.1 may apply to their superannuation scheme or insurer for a temporary or permanent disability benefit at any stage of this process. The University will suspend termination actions provided that:
- (a) the Employee has made application to their insurer within 10 working days of the provision of the medical report to the Employee at clause 45.4; and
 - (b) the insurer provides their decision within a reasonable period of time.
- 45.8 If the application to the insurer for incapacity benefit is not successful, the University will resume any suspended actions.
- 45.9 The provisions of this clause do not apply to Casual Employees.
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46 Redundancy

- 46.1 **Redundancy** is when the Employee's employment is terminated at the initiative of the University because the University no longer requires the job by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 46.2 The University supports job security and will seek to avoid Redundancy by exploring all other available options in this clause so that termination of employment due to Redundancy is used as the last reasonably available option. However, it is accepted that Redundancy will be required in some circumstances.
- 46.3 This clause does not apply to:
- (a) an Employee whose employment is terminated because of ill health (in accordance with clause 45), misconduct (in accordance clause 35), serious misconduct (in accordance with clause 35.4, unsatisfactory performance (in accordance with clause 34) or during the Employee's probationary period (in accordance with clause 11);
 - (b) a Casual Employee, OCFE Employee or Fixed Term Employee;
 - (c) an Employee whose period of continuous service with the University is less than 12 months;
 - (d) an Employee who is placed in Suitable Alternative Employment; and
 - (e) any other Employee who, due to the operations of sections 121, 122 and/or 123 of the Act does not have an entitlement to receive Redundancy pay under section 119 of the Act as amended from time to time.
- 46.4 In addition to clause 37, the University will provide written notice of Redundancy to an affected Employee. That affected Employee may:
- (a) request voluntary Redundancy as per clause 46.7; or
 - (b) indicate that they intend to accept the Redundancy pay as per clause 46.9.

- 46.5 If the University is able to obtain Suitable Alternative Employment for an Employee, the Employee will continue to be paid at the Annual Base Salary or Ordinary Hourly Rate (on a pro rata basis if applicable, based on the Employee's ordinary hours) they received immediately prior to placement in Suitable Alternative Employment:
- (a) for 12 months from the date of notification of placement in the Suitable Alternative Employment; or
 - (b) until the Annual Base Salary of the new role matches their previous Annual Base Salary,
- whichever occurs first.
- 46.6 An affected Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy may apply within two weeks of the notification to the DHR for a review of the decision. The DHR will review the decision considering whether the Redundancy is in accordance with clause 46.1 and will either:
- (a) confirm the notice of Redundancy; or
 - (b) withdraw the notice of Redundancy.
- 46.7 An affected Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy will be given eight weeks to apply for a voluntary Redundancy. The University is required to inform the Employee of their decision to grant or refuse the application within seven days of receipt of the application.
- 46.8 Where an application for voluntary Redundancy is granted, the affected Employee will be entitled to:
- (a) Redundancy pay in accordance with the following table for the first 10 years of service:

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

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

- (b) accrued but untaken and *pro rata* long service leave calculated on completed years of service;
- (c) accrued but untaken annual leave and annual leave loading;
- (d) six months notice of the date as at clause 46.4 of this clause on which their employment will terminate, provided that:
 - (i) the University may pay to the Employee an amount equal to six months pay in lieu of the period of notice; and
 - (ii) during the period of notice of termination, the Employee may request and the University may agree that the balance of the period be waived, in which case the Employee is entitled to the payment for the balance of the period or four weeks' pay, whichever is the lesser;
- (e) all voluntary Redundancy payments under this clause will be calculated on the Annual Base Salary at the date of termination of employment; and
- (f) the voluntary Redundancy benefits under this clause replace any notice period, access to a scheme of redeployment, transfer or other Redundancy benefit in this Agreement.

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

- (a) the period of notice prescribed by section 117 of the Act, or the notice provided by the contract of employment, whichever is greater, from the date of the notice of Redundancy at clause 46.4 of this clause;
- (b) further notice, as follows:

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

- (i) the University may determine in certain circumstances that payment in lieu of the above notice is applicable; and
- (ii) notwithstanding clause 20.13 Excess Annual Leave, the Employee may be directed to clear any accrued leave;
- (c) Redundancy pay as prescribed by section 119 of the Act;
- (d) accrued but untaken and *pro rata* long service leave for completed years of service;
- (e) accrued but untaken annual leave and leave loading; and

- 46.10 All redundancy payments under this clause will be calculated on the Employee's Annual Base Salary.

PART I: DISPUTE RESOLUTION

47 Grievances

- 47.1 Employees have a right to raise a grievance about matters arising directly in connection with their employment and seek a solution in accordance with the University's employee grievance policy that will incorporate the following principles in the handling of grievances:
- (a) encouraging local and early resolution of grievances in the first instance;
 - (b) the use of alternative dispute resolution methods where possible and appropriate; and
 - (c) the application of procedural fairness and natural justice to all parties.

48 Disputes

- 48.1 For the purposes of this clause:
- (a) **Dispute** means disputes relating to matters arising under the Agreement or in relation to the NES; and
 - (b) **Dispute Procedure** means the procedure set out in clauses 48.1 to 48.10.
- 48.2 All parties to the Agreement are able to raise a Dispute and be represented in the Dispute Procedure.
- 48.3 Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 48.4 While the Dispute Procedure is being conducted:
- (a) working conditions as they existed prior to the Dispute will continue; and
 - (b) an Employee must continue to perform their work as they would normally unless:
 - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or
 - (ii) there are other reasonable grounds to refuse to comply with a direction.
- 48.5 Parties to the Dispute will attempt to resolve the issues at local level in the first instance, by discussions between the Employee(s) and the relevant immediate Manager.
- 48.6 Where the Dispute is not resolved in the first instance, or it is impracticable to settle locally, either party to the Dispute may refer the Dispute to the DHR in writing.
- 48.7 Where a Dispute is lodged it will set out in writing the provision of the Agreement or NES to which the Dispute relates, be particularised and state the outcome being sought.

- 48.8 Upon receipt of a written notice of a Dispute by the DHR, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 Business Days.
- 48.9 The parties may agree to adopt an interim resolution on a trial basis which may include adjustments to the timeframes within this clause where appropriate.
- 48.10 If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 48.11 If the Dispute is not resolved as provided at clause 48.8:
- (a) either party may refer the Dispute to the FWC or by agreement to another person or body for resolution within 10 Business Days.
 - (b) If the Dispute is referred to:
 - (i) the FWC, the FWC may deal with the Dispute through conciliation and/or arbitration in order to resolve the Dispute, the outcome of which will be binding on the parties; or
 - (ii) another person or body by agreement, then that person or body may deal with the Dispute as agreed by the parties.
 - (c) If the Dispute is not referred for resolution within the specified timeframes then the Dispute lapses.
- 48.12 The parties to a Dispute may extend timeframes under this clause by agreement in writing.

Schedule A: ANNUAL BASE SALARIES

A	B	C	D	E
Level/Step	Annual Base Salaries effective from July 2022 (Following an administrative pay increase of 2%)*	Current Annual Base Salaries on the Commencement Date (Following an administrative pay increase of 3.3% effective July 2023)*	Annual Base Salaries from the first pay period on or after 1 July 2024 (Increase by 5%)	Annual Base Salaries from the first pay period on or after 1 July 2025 (Increase by 3.7%)
Level A				
Step 1	\$74,236	\$76,686	\$80,520	\$83,499
Step 2	\$78,339	\$80,924	\$84,970	\$88,114
Step 3	\$82,449	\$85,169	\$89,427	\$92,736
Step 4	\$86,554	\$89,411	\$93,882	\$97,356
Step 5	\$89,898	\$92,865	\$97,508	\$101,116
Step 6	\$93,232	\$96,309	\$101,124	\$104,866
Step 7	\$96,572	\$99,759	\$104,747	\$108,623
Step 8*	\$99,905	\$103,202	\$108,362	\$112,371
Level B				
Step 1	\$105,043	\$108,509	\$113,934	\$118,150
Step 2	\$108,898	\$112,492	\$118,117	\$122,487
Step 3	\$112,748	\$116,469	\$122,292	\$126,817
Step 4	\$116,597	\$120,445	\$126,467	\$131,146
Step 5	\$120,449	\$124,424	\$130,645	\$135,479
Step 6	\$124,301	\$128,404	\$134,824	\$139,812
Level C				
Step 1	\$128,152	\$132,381	\$139,000	\$144,143
Step 2	\$132,001	\$136,357	\$143,175	\$148,472
Step 3	\$135,855	\$140,338	\$147,355	\$152,807
Step 4	\$139,709	\$144,319	\$151,535	\$157,142
Step 5	\$143,557	\$148,294	\$155,709	\$161,470
Step 6	\$147,413	\$152,279	\$159,893	\$165,809

A	B	C	D	E
Level/Step	Annual Base Salaries effective from July 2022 (Following an administrative pay increase of 2%)*	Current Annual Base Salaries on the Commencement Date (Following an administrative pay increase of 3.3% effective July 2023)*	Annual Base Salaries from the first pay period on or after 1 July 2024 (Increase by 5%)	Annual Base Salaries from the first pay period on or after 1 July 2025 (Increase by 3.7%)
Level D				
Step 1	\$153,830	\$158,906	\$166,851	\$173,024
Step 2	\$158,965	\$164,211	\$172,422	\$178,802
Step 3	\$164,103	\$169,518	\$177,994	\$184,580
Step 4	\$169,237	\$174,822	\$183,563	\$190,355
Level E				
Step 1	\$197,486	\$204,003	\$214,203	\$222,129

* Columns A and B contain details of administrative pay increases provided by the University to Employees outside of this Agreement.

Schedule B: CASUAL ACADEMIC EMPLOYMENT

1 Casual Academic Employment

1.1 Calculation of Casual Rates

Unless there is a specific rate of pay for a particular type of work set out in this Schedule, the calculation of the Casual Rates for the work described in this Schedule B is determined in accordance with the following formulae.

Casual Rate of Pay	Description	Formula
Tier 1	The Casual Rate applicable to lecturing or for the purposes of the higher marking rate is determined by reference to the Ordinary Hourly Rate for a Level B.2 plus a 25% Casual Loading.	Casual Hourly Rate (Tier 1) = $\frac{\text{Annual Base Salary for Level B.2} / 52}{37.5} + 25\%$
Tier 2	The Casual Rate applicable to other duties involving full subject coordination or possession of a relevant Doctoral qualification is determined by reference to the Ordinary Hourly Rate for a Level A.6 plus a 25% Casual Loading.	Casual Hourly Rate (Tier 2) = $\frac{\text{Annual Base Salary for Level A.6} / 52}{37.5} + 25\%$
Tier 3	The Casual Rate applicable to all other duties including tutoring rates not covered by the Tier 2 description above is determined by reference to the Ordinary Hourly Rate for a Level A.2 plus a 25% Casual Loading.	Casual Hourly Rate (Tier 3) = $\frac{\text{Annual Base Salary for Level A.2} / 52}{37.5} + 25\%$

Where this Schedule refers to **Rolled-Up Rates**, this means a single rate of pay which combines payment for different elements of a particular work activity performed by a Casual Employee. Rolled-Up Rates may also be known as “combined” or “packaged” rates.

1.2 Rates of Pay for Casual Employees

Casual Employees required to perform the work described in columns 1 and 2 of the following table will, at a minimum, be paid the rate of pay calculated and paid in accordance with column 3.

1. Type of work		2. Description of work	3. Rate of pay
1.3	Casual Lecturing	A Lecture is a teaching activity where the primary focus is on the presentation, explanation and analysis of key academic content. Lectures ordinarily consist of a formal presentation to students and may include the use of a slideshow, handouts and/or audio-visual presentation.	Casual Lecturing will be paid at the Casual Hourly Rate (Tier 1) for each Lecture delivered according to the following Rolled-Up Rates: (a) A Basic Lecture is paid as a Rolled-Up Rate, incorporating one hour of delivery of the Lecture and two hours of associated working time. A Basic Lecture is a Lecture for which the content and

1. Type of work	2. Description of work	3. Rate of pay
	<p>Opportunities for students to ask questions or engage in group discussion are usually limited.</p> <p>Work associated with a Lecture, and taken into account in the calculation of the Rolled-Up Rate, includes:</p> <ul style="list-style-type: none"> • the delivery of a Lecture of a specified duration; • directly associated noncontact duties related to Lecture preparation; • marking performed during a Lecture; and • student consultation directly associated to the Lecture. <p>The delivery of a one hour Lecture typically consists of 45 minutes of presentation and 15 minutes of availability to students for consultation following the delivery of the Lecture.</p>	<p>teaching materials have already been prepared. This includes Lectures which have been delivered in a previous teaching period. The Employee is not primarily responsible for planning and developing the Lecture content and teaching materials, but may be required to review, update and/or revise the Lecture content or teaching materials;</p> <p>(b) A Developed Lecture is paid as a Rolled-Up Rate, incorporating one hour of delivery and three hours of associated working time. A Developed Lecture is a Lecture which has not previously been delivered and/or for which the Employee is primarily responsible for planning and developing the Lecture content and teaching materials;</p> <p>(c) A Specialised Lecture is paid as a Rolled-Up Rate, incorporating one hour of delivery and four hours of associated working time. A Specialised Lecture is a Lecture which covers:</p> <ul style="list-style-type: none"> (i) specialised subject matter; (ii) unique content, for which there are limited persons with knowledge of that content; or (iii) a specific academic or professional field, <p>for which the Employee has relevant professional or academic experience, knowledge or qualifications (for example, the Employee is recognised as a “specialist” or distinguished scholar). Examples include new or emerging academic fields delivered by an Employee recognised in that field, or complex and/or specialist subject matter delivered by an Employee</p>

1. Type of work	2. Description of work	3. Rate of pay
		<p>who practises that subject matter in a professional context;</p> <p>(d) A Repeat Lecture is paid as a Rolled-Up Rate, incorporating one hour of delivery and one hour associated working time. A Repeat Lecture is a second or subsequent delivery of substantially the same Lecture in the same subject matter within a period of seven days.</p>
1.4	<p>Casual Tutoring</p> <p>A Tutorial is a teaching activity conducted by an Employee where students have the opportunity to discuss and debate key topics, concepts and ideas with other students in a small group setting. The Employee is a key facilitator of students' participation in the Tutorial and Employees are expected to prepare for the Tutorial by engaging with the content of the Tutorial and any relevant materials.</p> <p>Tutorial content is ordinarily linked to assessments and involves small group discussions, small group work or presentations and students are expected to participate actively. Preparation by students by reading material and preparing answers is often required.</p> <p>Work associated with a Tutorial, and taken into account in the calculation of the Rolled-Up Rate, includes:</p> <ul style="list-style-type: none"> • the delivery of a Tutorial of a specified duration; • preparation for a Tutorial; • duties directly associated with Tutorial preparation; • marking performed during a Tutorial; and • student consultation related to a Tutorial. <p>The delivery of a one hour Tutorial typically consists of 45 minutes of</p>	<p>Casual Employees will be paid at a rate for each Tutorial delivered according to the following:</p> <p>(a) A Tutorial is paid as a Rolled-Up Rate incorporating one hour of delivery and two hours associated working time paid at the Casual Hourly Rate (Tier 3);</p> <p>(b) A Repeat Tutorial is paid as a Rolled-Up Rate incorporating one hour of delivery and one hour associated working time paid at the Casual Hourly Rate (Tier 3). A Repeat Tutorial is a second or subsequent delivery of substantially the same Tutorial;</p> <p>(c) A Tutorial delivered by a Casual Employee with a relevant Doctoral qualification is paid as a Rolled-Up Rate incorporating one hour of delivery and two hours associated working time paid at the Casual Hourly Rate (Tier 2); or</p> <p>(d) A Repeat Tutorial delivered by a Casual Employee with a relevant Doctoral qualification is paid as a Rolled-Up Rate incorporating one hour of delivery and one hour associated working time paid at the Casual Hourly Rate (Tier 2).</p>

1. Type of work		2. Description of work	3. Rate of pay
		facilitation and 15 minutes of availability to students for consultation following the delivery of the Tutorial.	
1.5	Seminar	A Seminar is a presentation followed by discussion or group work based on the content of the presentation designed to provide opportunities for student engagement in the subject matter.	Casual Employees will be paid for each hour for facilitating a Seminar, according to the following: (a) Casual Hourly Rate (Tier 3); (b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.
1.6	Workshop	A Workshop involves the Employee providing a short introduction to a specific problem (in the form of a case study, hypothetical scenario or otherwise) followed by discussion and activities in which students collaboratively investigate, analyse and formulate a solution to the problem. The Employee will facilitate work by students during the workshop. Outcomes may be presented back to the students in the workshop at its completion.	Casual Employees will be paid for each hour or part thereof for facilitating a Workshop according to the following: (a) Casual Hourly Rate (Tier 3); (b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.
1.7	Laboratory	A Laboratory is a teaching activity facilitated by an Employee where students engage with concepts through active experimentation or practical exploration of course concepts, usually in a laboratory setting relevant to the concepts being taught (this may include a scientific, computer or engineering laboratory setting as examples).	Casual Employees will be paid for each hour or part thereof for required work relating to a Laboratory, including delivery and any required preparation, according to the following: (a) Casual Hourly Rate (Tier 3); (b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.
1.8	Fieldwork	Fieldwork involves learning and teaching activities and assessments facilitated by an Employee that are usually completed outside of the University campus in a location relevant to the course curriculum. The focus of fieldwork is on linking the relevant course curriculum to what is learnt or practised in the field.	Casual Employees will be paid for each hour or part thereof for required work relating to Fieldwork, including delivery and any required preparation, according to the following: (a) Casual Hourly Rate (Tier 3); (b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.

1. Type of work		2. Description of work	3. Rate of pay
1.9	Ensemble	<p>Ensemble involves an Employee facilitating, leading or conducting a group of students to prepare a creative performance. This may include, but is not limited to, musical, dramatic or dance performances.</p> <p>The Employee provides continuous feedback to students and promotes creativity and leadership in students.</p>	<p>Casual Employees will be paid for each hour or part thereof for required work relating to an Ensemble, including delivery and any required preparation, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>
1.10	Practice Session	<p>A Practice Session involves an Employee facilitates or guides students to work through exercises or example problems based on subject content and provide opportunities for interaction and discussion.</p>	<p>Casual Employees will be paid for each hour or part thereof for required work relating to a Practice Session, including delivery and any required preparation, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>
1.11	Studio	<p>The Employee provides a demonstration, examples of performance or artistic presentation in an unstructured work space and then works one-on-one or with small group of students throughout the duration of the Studio to assist them in developing their work.</p> <p>Students may work on a set task or on creative material made prior to the Studio.</p> <p>The Employee may also facilitate group presentation and/or discussion of the students' work during the Studio.</p>	<p>Casual Employees will be paid for each hour or part thereof for required work relating to a Studio, including delivery and any required preparation, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>
1.12	Clinical Placement	<p>Employees who work in Clinical Placements are ordinarily engaged in the Schools of Medicine, Dentistry, Human Sciences, Psychology and Allied Health. Employees are professionally qualified practitioners who supervise students performing practical work and applying theory in a clinical setting.</p> <p>Employees provide students with direct education and exposure to</p>	<p>Casual Employees will be paid for each hour or part thereof for required work relating to a Clinical Placement, including delivery and any required preparation, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>

1. Type of work		2. Description of work	3. Rate of pay
		professional practice in clinical environments. This may include, for example, providing healthcare, dental, psychological, allied health or other services to patients or members of the public attending the clinic.	
1.13	Practical Placement or Industry Placement	<p>Employees are a qualified practitioner in a professional field (including, for example, law, engineering, architecture, teaching or accounting) who supervise students performing practical work and applying theory in a professional, corporate or industry setting.</p> <p>Employees provide students with direct education and exposure to professional practice in a professional, corporate or industry environment.</p>	<p>Casual Employees will be paid for each hour or part thereof for required work relating to a Practical Placement / Industry Placement, including delivery and any required preparation, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>
1.14	Marking	<p>All marking not required to be performed during a Lecture, Tutorial or other teaching activity will be paid by the hour, or part thereof, in accordance with the following descriptions set out in this Schedule:</p> <p>(a) Simple Marking – marking which requires little or no exercise of academic judgement such as multiple choice marking or short answers with marking guide.</p> <p>(b) Standard Marking – marking requiring exercise of academic judgement appropriate to a Level A Academic Employee</p> <p>(c) Standard Marking with a Doctoral Qualification – standard marking undertaken by a Casual Employee with a relevant Doctoral qualification.</p>	<p>Simple Marking will be paid by the hour or part thereof calculated at \$48.16 per hour.</p> <p>Standard Marking will be paid by the hour or part thereof calculated at the Calculated at the Casual Hourly Rate (Tier 3).</p> <p>Marking by a Casual Employee with a Doctoral Qualification will be paid by the hour or part thereof calculated at (Tier 2).</p>

1. Type of work		2. Description of work	3. Rate of pay
		(d) Marking with Judgement – marking requiring significant exercise of academic judgement appropriate to a Level B Academic, such as the marking required of a supervising examiner.	Marking with Judgement will be paid by the hour or part thereof calculated at the Calculated at the Casual Hourly Rate (Tier 1).
1.15	Other Required Academic Activity (ORAA)	<p>ORAA includes work that a Casual Employee is directed or required to undertake of the following nature:</p> <ul style="list-style-type: none"> • Required training, inductions or professional development activities; • consultation with students; • the conduct of practical classes, demonstrations or any other teaching and learning activities and any marking completed during the conduct of these activities; • facilitation of any teaching and learning activities where materials are pre-prepared and the Casual Employee is not required to be the first point of student contact, including any marking completed during the conduct of facilitation activities; • preparation or set up for artistic or musical performances, musical coaching, community outreach programs, repititeurship and musical accompanying other than Musical Accompanying with Special Educational Services (MASES); • development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination; • supervision; 	<p>The delivery, performance or provision of ORAA work by a Casual Employee will be paid by the hour, or part thereof, according to the following:</p> <p>(a) Casual Hourly Rate (Tier 3);</p> <p>(b) Casual Hourly Rate (Tier 2) for Casual Employees with a relevant Doctoral qualification.</p>

1. Type of work	2. Description of work	3. Rate of pay
	<ul style="list-style-type: none"> attendance at meetings as required; or academic research. 	

1.16 Other University Rates

Casual Employees engaged in the School or area of the University specified in column 1 of the following table required to perform the work specified in column 2 will, at a minimum, be paid the rate of pay calculated and paid in accordance with column 3.

	School or Area	Description of work	Rate of Pay
1.17	Conservatorium of Music	<p>Musical Accompanying with Special Educational Services (MASES)</p> <p>MASES is defined as the provision of musical accompaniment to student(s) or Employee(s) in the course of teaching, where the accompanist uses educational expertise for student concert or examination purposes in repertoire development or expression. MASES does not include concert accompanying, vocal coaching or musical directing.</p>	<p>(a) MASES – paid as a Rolled-Up Rate incorporating one hour of delivery at plus one hour preparation time for each MASES calculated at the Casual Hourly Rate (Tier 3).</p> <p>(b) Doctoral Qualification MASES – delivered by a Casual Employee with a relevant Doctoral qualification – paid as a Rolled-Up Rate incorporating one hour of delivery plus one hour preparation time for each Doctoral Qualification MASES calculated at the Casual Hourly Rate (Tier 2).</p>
1.18	School of Human Sciences	<p>Demonstration Tutorial</p> <p>A combination of Tutorial and laboratory demonstration with no requirement for the Casual Employee to develop educational materials.</p> <p>Doctoral Demonstration Tutorial</p> <p>A combination of Tutorial and laboratory demonstration with no requirement for the Casual Employee to develop educational materials, required to be delivered by a Casual Employee with a relevant Doctoral qualification</p>	<p>(a) Paid as a Rolled-Up Rate incorporating one hour delivery plus one hour preparation time at the Casual Hourly Rate (Tier 3) for each Demonstration Tutorial.</p> <p>(b) Paid as a Rolled-Up Rate incorporating one hour delivery plus one hour preparation time at the Casual Hourly Rate (Tier 2) for each Doctoral Demonstration Tutorial.</p>
1.19	Conservatorium of Music	Professional Instruction	(a) Calculated as a Rolled-Up Rate incorporating:

	School or Area	Description of work	Rate of Pay
		A combination of Lecture and demonstration	<ul style="list-style-type: none"> • 50% of the Casual Hourly Rate (Tier 3); plus • 50% of the Casual Hourly Rate (Tier 1), per hour or part thereof.
		Doctoral Professional Instruction A combination of Lecture and demonstration required to be delivered by a Casual Employee with a relevant Doctoral qualification	(b) Calculated as a Rolled-Up Rate incorporating: <ul style="list-style-type: none"> • 50% of the Casual Hourly Rate (Tier 2); plus • 50% of the Casual Hourly Rate (Tier 1), per hour or part thereof.
1.20	School of Human Sciences	Medical Demonstrations Delivered by a Casual Employee with relevant medical qualifications	(a) Calculated at the rate of 200% of the Casual Hourly Rate (Tier 3) per hour or part thereof.
		Doctoral Qualification Medical Demonstrations Delivered by a Casual Employee with relevant medical qualifications and a relevant Doctoral or equivalent qualification(s).	(b) Calculated at the rate of 200% of the Casual Hourly Rate (Tier 2) per hour or part thereof.
1.21	School of Design	Graduate Demonstrations Delivered by a Casual Employee with a relevant honours or Masters qualifications	(a) Calculated at the rate of \$55.99 per hour or part thereof.
		Current Student Demonstration Delivered by a student without an honours degree	(b) Calculated at the rate of \$51.95
		Doctoral Graduate or Professionally Registered Demonstration Delivered by a Casual Employee with a relevant Doctoral qualification or professional registration (or equivalent).	(c) Calculated at the rate of \$61.73 per hour or part thereof.
1.22	School of Psychological Science	Demonstration Tutorial / Practical Instruction A teaching activity which combines elements of a tutorial, seminar and demonstration with no requirement for	Paid as a Rolled-Up Rate calculated at the rate of 250% of the Casual Hourly Rate (Tier 3) for each Demonstration Tutorial / Practical Instruction.

	School or Area	Description of work	Rate of Pay
		the Employee to develop educational or content materials.	
		<p>Repeat Demonstration Tutorial</p> <p>A Repeat Demonstration Tutorial is a second or subsequent delivery of substantially the same Demonstration Tutorial / Practical Instruction.</p>	Paid as a Rolled-Up Rate calculated at the rate of 175% of the Casual Hourly Rate (Tier 3) for each repeat of a previously taught Demonstration Tutorial / Practical Instruction.
		<p>Doctoral Demonstration Tutorial / Doctoral Practical Instruction</p> <p>A teaching activity which combines elements of a tutorial, seminar and demonstration with no requirement for the Employee to develop educational or content materials delivered by an Employee with a relevant Doctoral qualification.</p>	Paid as a Rolled-Up Rate calculated at the rate of 250% of the Casual Hourly Rate (Tier 2) for each Doctoral Demonstration Tutorial / Practical Instruction.
		<p>Repeat Doctoral Demonstration Tutorial</p> <p>A Repeat Doctoral Demonstration Tutorial is a second or subsequent delivery of substantially the same Doctoral Demonstration Tutorial / Doctoral Practical Instruction.</p>	Paid as a Rolled-Up Rate calculated at the rate of 175% of the Casual Hourly Rate (Tier 2) for each repeat of a previously taught Doctoral Demonstration Tutorial / Practical Instruction.

1.23 Tutoring Services under the Indigenous Tutorial Assistance Scheme (ITAS)

Casual Employees engaged in the School of Indigenous Studies providing tutoring services under the ITAS will be paid according to the following rates:

- (a) \$55 per hour or part thereof, for Casual Employees without a relevant degree; or
- (b) \$60 per hour or part thereof, for Casual Employees with a relevant degree.

These rates will not be increased pursuant to the pay increases set out in this Agreement, but will be adjusted in accordance with the relevant funding arrangements with the Commonwealth.

1.24 Table Summarising the Casual Rates

Clause Reference	Task	Casual Rates on the Commencement Date	Casual Rates from the first pay period on or after 1 July 2024 (Increase by 5%)	Casual Rates from the first pay period on or after 1 July 2025 (Increase by 3.7%)
	LECTURE (per lecture)			

Clause Reference	Task	Casual Rates on the Commencement Date	Casual Rates from the first pay period on or after 1 July 2024 (Increase by 5%)	Casual Rates from the first pay period on or after 1 July 2025 (Increase by 3.7%)
1.3(a)	Basic Lecture	\$216.33	\$227.15	\$235.55
1.3(b)	Developed Lecture	\$288.44	\$302.86	\$314.07
1.3(c)	Specialised Lecture	\$360.55	\$378.58	\$392.59
1.3(d)	Repeat Lecture	\$144.22	\$151.43	\$157.03
TUTORIAL (per tutorial)				
1.4(a)	Tutorial	\$155.63	\$163.41	\$169.46
1.4(b)	Repeat Tutorial	\$103.75	\$108.94	\$112.97
1.4(c)	Doctoral Qualification Tutorial	\$185.21	\$194.47	\$201.67
1.4(d)	Repeat Doctoral Qualification Tutorial	\$123.47	\$129.64	\$134.44
OTHER TEACHING ACTIVITIES (per hour)				
1.5(a)	Seminar	\$51.87	\$54.46	\$56.48
1.5(b)	Seminar (Doctoral)	\$61.73	\$64.82	\$67.22
1.6(a)	Workshop	\$51.87	\$54.46	\$56.48
1.6(b)	Workshop (Doctoral)	\$61.73	\$64.82	\$67.22
1.7(a)	Laboratory	\$51.87	\$54.46	\$56.48
1.7(b)	Laboratory (Doctoral)	\$61.73	\$64.82	\$67.22
1.8(a)	Fieldwork	\$51.87	\$54.46	\$56.48
1.8(b)	Fieldwork (Doctoral)	\$61.73	\$64.82	\$67.22
1.9(a)	Ensemble	\$51.87	\$54.46	\$56.48
1.9(b)	Ensemble (Doctoral)	\$61.73	\$64.82	\$67.22
1.10(a)	Practice Session	\$51.87	\$54.46	\$56.48
1.10(b)	Practice Session (Doctoral)	\$61.73	\$64.82	\$67.22
1.11(a)	Studio	\$51.87	\$54.46	\$56.48
1.11(b)	Studio (Doctoral)	\$61.73	\$64.82	\$67.22
1.12(a)	Clinical Placement	\$51.87	\$54.46	\$56.48
1.12(b)	Clinical Placement (Doctoral)	\$61.73	\$64.82	\$67.22

Clause Reference	Task	Casual Rates on the Commencement Date	Casual Rates from the first pay period on or after 1 July 2024 (Increase by 5%)	Casual Rates from the first pay period on or after 1 July 2025 (Increase by 3.7%)
1.13(a)	Practical Placement / Industry Placement	\$51.87	\$54.46	\$56.48
1.13(b)	Practical Placement / Industry Placement (Doctoral)	\$61.73	\$64.82	\$67.22
1.14(a)	Simple Marking	\$48.16	\$50.57	\$52.44
1.14(b)	Standard Marking	\$51.87	\$54.46	\$56.48
1.14(c)	Doctoral Qualification Marking	\$57.13	\$59.99	\$62.21
1.14(d)	Marking with Judgement	\$72.11	\$75.72	\$78.52
OTHER REQUIRED ACADEMIC ACTIVITY (per hour)				
1.15(a)	ORAA	\$51.87	\$54.46	\$56.48
1.15(b)	Doctoral Qualification ORAA	\$61.73	\$64.82	\$67.22
MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES (per accompaniment)				
1.17(a)	MASES	\$103.75	\$108.94	\$112.97
1.17(b)	Doctoral Qualification MASES	\$123.47	\$129.64	\$134.44
DEMONSTRATION TUTORIAL (per demonstration tutorial)				
1.18(a)	Demonstration Tutorial	\$103.75	\$108.94	\$112.97
1.18(b)	Doctoral Demonstration Tutorial	\$123.47	\$129.64	\$134.44
INSTRUCTION (per instruction)				
1.19(a)	Professional Instruction	\$134.10	\$140.81	\$146.02
1.19(b)	Doctoral Professional Instruction	\$139.03	\$145.98	\$151.38

Clause Reference	Task	Casual Rates on the Commencement Date	Casual Rates from the first pay period on or after 1 July 2024 (Increase by 5%)	Casual Rates from the first pay period on or after 1 July 2025 (Increase by 3.7%)
DEMONSTRATION (per demonstration)				
1.20(a)	Medical Demonstrations	\$103.75	\$108.94	\$112.97
1.20(b)	Doctoral Qualification Medical Demonstrations	\$123.47	\$129.64	\$134.44
1.21(a)	Graduate Demonstrations	\$55.99	\$58.79	\$60.97
1.21(b)	Current Student Demonstrations	\$51.95	\$54.55	\$56.57
1.21(c)	Doctoral Graduate or Professionally Registered Demonstration	\$61.73	\$64.82	\$67.22
DEMONSTRATION TUTORIAL / PRACTICAL INSTRUCTION (per activity)				
1.22	Demonstration Tutorial / Practical Instruction	\$129.68	\$136.16	\$141.20
	Repeat Demonstration Tutorial	\$90.77	\$95.31	\$98.84
	Doctoral Demonstration Tutorial / Doctoral Practical Instruction	\$154.33	\$162.04	\$168.04
	Repeat Doctoral Demonstration Tutorial	\$108.03	\$113.43	\$117.63

Schedule C: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALs)

1 Minimum Standards - General

- 1.1 Minimum standards for the classification of academic Employees, other than Casual Employees, are provided in this Schedule.
 - 1.2 An Employee appointed to a particular level may be assigned and be expected to undertake responsibilities and functions of any level. In addition, the Employee may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion process.
 - 1.3 The minimum standards in this Schedule will not be used as a basis for claims for reclassification.
-

2 Teaching and Research Academic Employees

2.1 Level A

A Level A academic will:

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

2.2 Level B

A Level B academic will:

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

2.3 Level C

A Level C academic will:

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

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

2.4 **Level D**

A Level D academic will:

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

2.5 **Level E**

A Level E academic will:

- (a) provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors;
- (b) have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level;
- (c) make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline; and
- (d) make a commensurate contribution to the work of the University.

3 Research Academic Employees (Inclusive of Creative Disciplines)

3.1 **Level A**

A Level A research academic:

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

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

3.2 **Level B**

A Level B research academic:

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

3.3 **Level C**

A Level C research academic:

- (a) will make independent and original contributions to research, which have a significant impact on their field of expertise;
- (b) will be acknowledged at a national level for their work being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities; and
- (c) will provide leadership in research, including research training and supervision.

3.4 **Level D**

A Level D research academic:

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

3.5 **Level E**

A Level E research academic:

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

Signatories

Signed for and on behalf of The University of Western Australia



.....

Full name: Amit Chakma.....

Authority to sign: Vice-Chancellor.....

Address: 35 Stirling Highway, Crawley, 6009

Date: 12 December 2023.....

Signed the Employees: .....

Full name: Damien Cahill.....

Authority to sign: General Secretary.....

Address: 1/120 Clarendon Street South Melbourne VIC 3205.....

Date: 12 December 2023.....



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**



IN THE FAIR WORK COMMISSION

FWC Matter No.

AG2023/5136

Applicant

The University of Western Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Fiona Keay, Director Human Resources, have the authority given to me by The University of Western Australia to give the following undertaking with respect to the *UWA Academic Employees Enterprise Agreement 2023 (Agreement)*:

1. The University undertakes that the Rolled-Up Rates in *Schedule B – Casual Academic Employment* of the Agreement referred to in paragraph 2 are paid per hour of delivery (of the applicable task relevant to the Rolled-Up Rate) by the Employee.
2. The relevant Rolled-Up Rates for this undertaking are:
 - (a) Clause 1.18 – Demonstration Tutorial in the School of Human Sciences
 - (b) Clause 1.19 – Professional Instruction in the Conservatorium of Music
 - (c) Clause 1.22 – Demonstration Tutorial / Practical Instruction in the School of Psychological science.

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



Signature

14 February 2024

Date