

Edith Cowan University Enterprise Agreement 2017

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

- 1.1 This Agreement will be known as the *Edith Cowan University Enterprise Agreement 2017* ("Agreement").

2. COVERAGE

- 2.1 This Agreement covers and applies to:
- a) The University;
 - b) All employees employed by the University as Academic Employees, and/or Professional Employees, in the classifications listed in [Schedule 2](#) of this Agreement, unless otherwise excluded by this Agreement, including those at Clause 2.2; and
 - c) the National Tertiary Education Industry Union (NTEU).
- 2.2 This Agreement does not cover or apply to persons appointed to the position of Vice-Chancellor, a Senior Deputy Vice-Chancellor, a Deputy Vice-Chancellor, a Pro Vice-Chancellor, a Member of the Executive, or a Vice-President, or to a position succeeding any of those positions.

3. AWARDS AND AGREEMENTS

- 3.1 This Agreement supersedes and replaces in its entirety any previous Agreement covering employment with the University. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial instrument which may otherwise, but for this Clause, apply to those employees covered by this Agreement.
- 3.2 University employees are bound by University policies, as amended from time to time, but University policies do not form part of this Agreement.

4. OPERATION OF THIS AGREEMENT

- 4.1 This Agreement will be effective from 7 days after approval by the Fair Work Commission or such later date as the FWC specifies. The nominal expiry date of this Agreement will be 30 June 2021.
- 4.2 Bargaining will commence at least 3 months prior to, but no later than the nominal expiry date.
- 4.3 This Agreement will be published on the University's website.

5. DEFINITIONS

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

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

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

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

Agreement means the Edith Cowan University Enterprise Agreement 2017.

Casual employee means an employee engaged and paid by the hour.

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

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

Continuous service means any period during which the employee is:

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

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

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

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

Day means from midnight to midnight.

Director, Human Resources means the Director, Human Resources Services Centre or their nominee, or equivalent succeeding position.

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

Employee Representative means a person or organisation nominated by an employee or group of employees, if they so choose, to act on their behalf. An employee representative cannot be a person who is currently a practising solicitor or barrister except for those employed by a registered employee association.

Employer Representative means an external person or organisation nominated by the employer to act on their behalf. An employer representative cannot be a person who is currently a practising solicitor or barrister except for those employed by a registered employer association.

Fixed-term employee means an employee engaged by the University for a specified term or ascertainable period, for which the letter of appointment will specify the starting and finishing dates of that employment (or instead of finishing date, will specify the circumstances(s) or contingency relating to a specific task or project, upon the occurrence of which the employment shall expire).

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

FWC means the Fair Work Commission or any successor.

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

Immediate Family Member or Household Member means:

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

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

NES means the National Employment Standards under the Act.

NTEU means the National Tertiary Education Industry Union.

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

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

PHIL days means, pursuant to [Clause 50](#) – Public Holiday and the Essential Student Services Period, 1 of 5 days usually during the annual Essential Student Services Period taken in lieu of the 3 Western Australian public holidays worked.

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

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

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

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

- (a) Senior Academic Position with senior managerial responsibilities with a base salary that is at least 20% above the Academic Staff Level E salary; or
- (b) Senior Professional Position being a senior management position with a base salary that is at least 20% above Professional Staff HEW Level 10, and with a direct reporting line to one or more positions identified at [Clause 2.2](#).

Spouse includes a de facto spouse and same gender partner.

Suitable Alternative Employment means employment within the University that:

- (a) Is ongoing employment at the same service fraction and level as the employee's current position, unless otherwise agreed;

- (b) In the opinion of the University corresponds to the employee's skills and competencies, which they are capable of satisfactorily performing, whether or not further training may be necessary to acquire the skills;
- (c) In the case of an Academic Employee, consistent with their career aspirations;
- (d) Is within reasonable commuting distance (i.e. between metropolitan campuses); and
- (e) Any other position that might be agreed between an employee and the University.

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

University means Edith Cowan University (ECU).

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

Work Unit means School, Centre or other organisational unit.

PART B EMPLOYMENT RELATIONSHIP

6. SENIOR STAFF

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

7. EMPLOYMENT CATEGORIES

7.1 *Requirement to state terms of engagement*

- 7.1.1 Employees may be engaged on one or more of the following types of employment:
- (a) Ongoing;
 - (b) Fixed-term;
 - (c) Continuing Contingent Funded Employment (CCFE) under [Clause 7.6](#); and/or
 - (d) Casual.
- 7.1.2 Upon engagement, the University will provide the employee with an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
- (a) for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, the fraction of full-time to be worked, and the length and terms of any period of probation; and
 - (b) for fixed-term employees and CCFE, the term of the employment; or
 - (c) for casual employees, the duties required, rate of pay and the estimated number of hours required.

7.2 *Academic Employee*

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

7.3 *Professional Employee*

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

7.4 *Ongoing Employment*

- 7.4.1 An ongoing academic or professional employee may be employed on a full time or part-time basis, and will be an employee described as such in their contract of employment.
- 7.4.2 The University may make an ongoing appointment subject to a period of probation, as specified at [Clause 8](#) - Probation and University policy as varied from time to time.

7.5 *Part-time Employment*

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

7.6 *Continuing Contingent Funded Employment (CCFE)*

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

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

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

7.6.8 Severance for an employee appointed on a CCFE contract whose employment has been terminated under Clause 7.6.5 other than where termination occurs under Clause 7.6.5(c) will be the following:

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

7.6.9 Severance will not be payable where:

- (a) the employee has resigned or declined an offer for further employment; or

- (b) prior to ceasing employment the employee obtains further employment within the University; or
- (c) the University or employee secures the same or similar employment with another employer, with a transfer of all accrued entitlements.

7.7 *Fixed-Term Employment – All Employees*

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

The University may make a fixed-term employment subject to a probationary period, as specified at [Clause 8](#) - Probation.

The University may terminate a fixed-term employee in accordance with [Clause 14.2](#) – Termination and Notice.

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

- (i) the salary for the remainder of the contract or 6 months' salary whichever is the lesser; or
- (ii) if greater, the applicable NES redundancy payment.

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

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

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

until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Recent Professional practice required**

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

(e) **Pre-retirement contract**

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

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

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

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

(g) **Senior Staff Appointment**

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

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

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

(i) **Academic Career Development Fellow**

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

ACDF's will:

- (i) be for a minimum 50% service fraction of a full-time appointment;
- (ii) be for a maximum duration of 3 years;
- (iii) be subject to a period of probation as set out at [Clause 8](#);
- (iv) have a workload allocation in accordance with the academic role being Teaching and Research Scholar, or Teaching Focused Scholar, as set out at [Clause 10](#);
- (v) actively participate in training or other identified measures to support their professional development; and
- (vi) be eligible to access the Professional Development Fund at [Clause 64](#).

Appointment to an ACDF will be limited to suitable casual employees who have:

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

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

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

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

7.7.2.1 Notice on Expiry of Fixed-Term Employment

- (a) The University will provide a fixed-term employee, 4 weeks written notice that upon expiry of the contract it intends to renew, or to not renew employment.
- (b) In addition to the notice at Clause 7.7.2.1(a), an employee over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional 1 week notice.
- (c) Where, because of circumstances beyond the University's control, the University is not able to give the notice required at Clause 7.7.2.1(a) or (b), it will be sufficient compliance with this clause if the University:
 - (i) advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and
 - (ii) gives notice to the employee at the earliest practicable date thereafter.

7.7.2.2 University Offers to Renew Employment

Where the University has made a decision to continue a position, the incumbent will be offered further employment in that position consistent with University procedures and required business needs. An offer of further employment will be made, provided that:

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

7.7.2.3. Conversion of Fixed-Term Employment

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

- (i) the employee has completed at least 3 years or more continuous service;
- (ii) the employee is on a second or subsequent fixed-term contract;
- (iii) the employee was employed through a competitive merit based selection process in accordance with University policy; and
- (iv) the employee has demonstrated satisfactory performance as assessed and documented as part of University's management for performance system.

The University may refuse conversion on reasonable grounds.

7.7.3 Severance pay

- (a) A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment in accordance with Table 1- Severance Payment at Clause 7.7.3(b) in the following circumstances:
 - (i) the employee is employed on a second or subsequent fixed-term contract for a Specified Task or Project, or Research and the same or substantially similar duties are no longer required by the University; or
 - (ii) the employee is employed on a fixed-term contract for a Specified Task or Project, or Research and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

- (b) Table 1 – Severance Payment:

Period of Continuous Service	Severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks

At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

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

7.7.4 Calculation of continuous service

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

7.8 Casual Employment – Professional Employee

- 7.8.1 The employment of a casual employee may be terminated by the giving of not less than 1 hour's notice. Subject to Clauses 7.8.2, 7.8.3 and 7.8.4 a casual employee is engaged by the hour and paid on an hourly basis that includes a casual loading of 25% related to Agreement based benefits and entitlements for which a casual employee is not eligible.
- 7.8.2 Casual employees engaged within the Sports and Fitness Centres will be paid in accordance with [Schedule 4 – Part 1](#).
- 7.8.3 A casual employee engaged within the Survey Research Centre will be paid in accordance with [Schedule 4 – Part 2 A](#).
- 7.8.4 A casual employee engaged within the Vario Health Clinic will be paid in accordance with [Schedule 4 – Part 2 B](#).

7.9 Casual Employment – Academic Employee

- 7.9.1 Casual academic employees are engaged by the hour and paid in accordance with [Schedule 1 Part 3](#), and these rates include a loading of 25% in lieu of all leave and other Agreement based benefits and entitlements for which a casual is not eligible.
- 7.9.2 The University will provide casual academic employees with access to the appropriate resources, space and facilities to carry out their contracted work. The level of resources and support provided will vary depending on the work to be performed and the period of engagement required.
- 7.9.3 The employment of a casual employee may be terminated by the giving of not less than 1 hour's notice.

8. PROBATION

8.1 Professional Employee

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

8.2 Academic Employees

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

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

9. ACADEMIC ROLES – ACADEMIC EMPLOYEES

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

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

- 9.2 The Joint Staff Consultative Committee (JSCC) will be consulted on any proposed changes to ASPEO during the life of the Agreement.
- 9.3 Academic Roles
All academic appointments will be made at levels A-E in accordance with the *Academic Employee Classification Standards* set out in [Schedule 2, Part 2](#) of this Agreement.
- 9.4 Types of Academic Roles
Ongoing and fixed-term Academic Employees will be appointed, or may apply to be appointed to one of four Academic roles. All academic roles are expected to contribute to the performance effort of the University, and includes:
 - a. Teaching and Research Scholar
 - b. Research Focused Scholar
 - c. Teaching Focused Scholar
 - d. Practitioner Scholar
- 9.5 Teaching and Research Scholar
A Teaching and Research Scholar is expected to contribute to the overall teaching, research, academic leadership, engagement and service activities of the University.

9.6 Research Focused Scholar

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

9.7 Teaching Focused Scholar

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

9.8 Practitioner Scholar

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

10. ACADEMIC WORKLOADS

10.1 For the purposes of workload allocation:

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

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

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

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

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

10.4 Academic workload may consist of both assigned and/or self-directed tasks. Workload will be allocated to academic employees taking into account the strategic direction of the University and University's business needs, and with regard to the following:

- (a) The academic role undertaken by the particular academic employee;
- (b) An equitable and transparent distribution of workload across a discipline and/or School;
- (c) Academic and business needs; and
- (d) Planned leave.

10.5 Workload allocation for a full-time academic employee will be based on 1695 hours per academic year, however this may vary subject to approved leave. Workload allocation for a part-time employee will be calculated on a pro-rata basis.

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

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

- 10.7 Each School will, in consultation with its academic employees, develop an Academic Workload Model providing for the allocation of academic work within the School that reflects the requirements at Clauses 10.4, 10.5 and 10.6.
- 10.8 School workload allocations will be made available to all academic employees within the School:
- (a) in a manner that enables an employee to compare their workload allocation; and
 - (b) be finalised and available before commencement of the academic year.
- 10.9 An academic employee who is dissatisfied with their workload allocation may seek a review by the School Executive Dean within 2 weeks of receiving their allocated workload. If such a request is made, the School Executive Dean must undertake a review having regard to the matters set out in Clause 10.3 and notify the employee in writing of the outcome.
- 10.10 Where the employee is dissatisfied with the Executive Dean's decision regarding their workload they may within 5 working days of receipt of this advice appeal the decision to the Senior Deputy Vice-Chancellor or nominee. The Senior Deputy Vice-Chancellor or nominee will endeavour to make a determination within 5 working days, and their decision will be final.

11. OFFSHORE WORK – ACADEMIC EMPLOYEES ONLY

- 11.1 For the purposes of this clause "Offshore Work" will mean employment requiring an employee to work outside Western Australia for a continuous period of time no longer than 28 days. Offshore work will be managed in accordance with this Agreement and policy procedures established by the University.
- 11.2 An employee will at all times have the right not to undertake Offshore Work if this is not a major requirement of their contract of employment.
- 11.3 Offshore Work is negotiated and agreed between the employee and the Head of Academic Unit, and may be part of the employee's normal workload, or separate to such workload. If it is agreed Offshore Work is separate to the employee's normal workload, then the employee will be remunerated at a rate determined by the University and employee.
- 11.4. Prior to departure the University will provide an employee with advice regarding:
- (a) Purpose of the travel,
 - (b) the remuneration to be received (if any)
 - (c) the departure and return dates and period of such offshore work;
 - (d) the specific location of such work; and
 - (e) the nature of any accommodation that is to be provided.

- 11.5 An employee will have the right, by providing reasonable notice, to withdraw from offshore work should they have reasonable concerns regarding their personal safety or the political environment.
- 11.6 The University will make every reasonable effort to ensure that an employee's offshore working conditions are reasonable having regard to the conditions of the country in which the duties are to be performed.
- 11.7 The University will pay for all necessary travel expenses and reasonable requirements for an employee undertaking offshore work.

12. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT MATTERS

- 12.1 The University will continue to support Aboriginal and Torres Strait Islander participation in the workplace, and maintain an Aboriginal and Torres Strait Islander ECU Reconciliation Action Plan.
- 12.2 The University is committed to achieving the long term employment strategies it has set within the ECU Reconciliation Action Plan.
- 12.3 The employment strategies will include an objective to achieve Aboriginal and Torres Strait Islander employment of 2% of full-time equivalent University employees by 2021. On 2016 staffing figures this would equate to 35 FTE.
- 12.4 Failure to achieve this objective will not, of itself, be regarded as a breach of the Agreement provided that the University has used reasonable endeavours to meet the objective.
- 12.5 The University will provide Cultural and Ceremonial Leave as set out at [Clause 45](#) to assist Aboriginal and Torres Strait Islander employees effectively participate in such activities.
- 12.6 Indigenous Language Allowance
 - 12.6.1 An Aboriginal or Torres Strait Islander employee who is required by the University to use an Indigenous language in the course of their employment will be paid an allowance of:
 - a. Level 1 - \$1862 per annumLevel 1 is an elementary level. This is for employees who are required to and capable of using minimal knowledge of language for the purpose of simple communication.
 - b. Level 2 - \$3727 per annumLevel 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- 12.6.2 Indigenous language will mean a recognised bilingual proficiency in any one of the Aboriginal or Torres Strait Islander languages. Note: the language allowances are based on the *Aboriginal Community Controlled Health Services Award 2010 MA000115*.

PART C CEASING EMPLOYMENT

13. TERMINATION ON THE GROUNDS OF ILL HEALTH

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

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

- 13.7 The employee within 10 days of receiving notice of the decision to terminate their employment under Clause 13.6 may request that the findings are confirmed by a registered medical practitioner agreed between the University and the employee. The registered medical practitioner where practicable should be specialising in, or have experience in the area related to the illness or injury.

If within 28 days agreement on a registered medical practitioner cannot be reached, the University will choose a suitable registered medical practitioner and require the employee to attend a medical examination with this practitioner. If the employee refuses to attend Clause 13.8 will apply.

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

13.8 Refusal or non-attendance at a medical examination by the employee within 3 months of a written notification to do so will be construed as evidence that the employee was unable to perform their duties and that such a medical examination would have found the employee is unlikely to be able to resume them within 12 months, and the University may terminate employment in accordance with Clause 13.6.

13.9 The provisions of this Clause do not apply to casual employees.

14. TERMINATION AND NOTICE

14.1 Notice of termination required by the Employee

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

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

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

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

14.2 Notice of termination required by the University

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

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

(b) The University may pay the equivalent salary instead of notice.

(c) If the employee does not serve the full notice period, the University may deduct an amount in lieu of the notice period from any final monies owing.

15. DEDUCTIONS FROM SALARY

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

PART D MANAGEMENT AND CONSULTATION ON WORKPLACE CHANGE

16. CONSULTATION ON WORKPLACE CHANGE

16.1 In this clause:

(a) *“Significant effect”* includes:

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

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

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

16.2 The University will consult, in writing with:

- (a) affected employees and the Union about a major workplace change that is likely to have a significant effect on the employees; or
- (b) affected employees about a change to their regular roster or ordinary hours of work.

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

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

16.4 Employees may be represented by an employee representative (as defined in this Agreement) for the purposes of that consultation.

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

- 16.6 The consultation period will normally be for a period of 2 weeks, but may be varied by agreement with the employees affected and/or their employee representatives.
- 16.7 For the introduction of major workplace change as defined in Clause 16.2(a), the University will discuss with the employees affected, the Union and/or their employee representatives, if any, the introduction of the changes referred to above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 16.8 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 16.9 Notwithstanding any other provision of this clause, the University is not required to disclose confidential or commercially sensitive information.
- 16.10 The University retains the right to transfer employees that may be impacted by a significant effect to mitigate the adverse effects of the change. During workplace change where the University is able to identify a position that meets the definition of Suitable Alternative Employment for an employee, the University is entitled to directly transfer the employee into this position.

17. REDUNDANCY PROVISIONS – PROFESSIONAL EMPLOYEES

- 17.1 The application of Redundancy will be managed in accordance with this clause and policy procedures established by the University.
- 17.2 For the purpose of this Clause 17, the following definitions will apply:
- Decision Making Period* means the 4 week period commencing on the date the employee is notified in Clause 17.5 their job is to be made Redundant.
- Job-Search Period* means the 12 week period commencing the date following the expiry of the 4 week Decision-Making Period where an employee does not accept voluntary retrenchment as at Clause 17.10.
- Redundancy* has the meaning as at Clause 17.4.
- Suitable Alternative Employment* has the meaning as at [Clause 5](#) – Definitions.
- 17.3 This clause applies to ongoing professional employees employed at the University but does not apply to:
- (a) an employee whose employment is terminated because of ill-health, misconduct and/or serious misconduct, or unsatisfactory performance; or
 - (b) a Casual employee; or
 - (c) Employees on a fixed-term appointment; or
 - (d) Employees on a Continuing Contingent Funded Employment (CCFE) Contract; or
 - (e) an ongoing employee whose period of continuous service with the University is less than 12 months, these employees will be entitled to severance under the NES; or
 - (f) any other employee who, due to the operation of sections 121, 122 and/or 123 does not have an entitlement to received redundancy pay under section 119 of the Fair Work Act 2009.

- 17.4 Redundancy means:
Where the employee's employment is terminated at the University's initiative, because the University no longer requires the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 17.5 The University will notify an employee whose position is to be made redundant and provide reasons for redundancy. This notification will commence a 4 week Decision Making Period.
- 17.6 As soon as is reasonably practical the University will meet with the affected employees to discuss and where possible implement measures to mitigate against the Redundancy. Such measures may include:
- Redeployment,
 - Voluntary Early Retirement,
 - Voluntary conversion to part time work,
 - Transfer to another campus,
 - Retraining,
 - Secondment.
- 17.7 The University may call for voluntary expressions of interest in redundancy, and employees may elect to express their interest in being selected for voluntary retrenchment. The University may, at its discretion, select or decline to accept an employee's expression of interest in redundancy. The University may, at its discretion make offers to employees to accept a voluntary retrenchment.
- 17.8 Where an employee accepts voluntary retrenchment during the Decision Making Period the employee's employment will be terminated and in addition to the redundancy payment at Clause 17.9 the following conditions will apply:
- the employee will be provided with relevant notice of the date on which their employment will terminate;
 - the employee may receive a payment for any unused portion of the Decision Making Period; and
 - the employee will receive a payment of \$2500 in recognition of training.
- 17.9 An employee who elects voluntary retrenchment or who is to receive an involuntary retrenchment payment will receive on termination of employment the following:
- | | |
|-----|--|
| (a) | the employee's accrued and pro-rata annual leave at the date of retrenchment; |
| (b) | the employee's accrued and pro-rata long service leave entitlements accrued to the date of retrenchment (provided a minimum of 1 years' service has been completed at the date of retrenchment for calculation of long service leave); |
| (c) | pro-rata annual leave loading; |
| (d) | payment of 4 weeks' pay in lieu of notice, or 5 weeks' pay in lieu of notice where an employee is over 45 years of age at the time of retrenchment and who has completed at least 2 years of continuous service with the University; and |
| (e) | 3 weeks' salary for each year of continuous service for the first 10 years and 2 weeks' salary for each year of continuous service for all subsequent years, to a maximum of 70 weeks. |
- 17.10 Following the expiration of the Decision Making Period, and where the employee has not accepted voluntary retrenchment, the employee will be subject to a 12 week Job-Search Period.

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

18. REDUNDANCY PROVISIONS – ACADEMIC EMPLOYEES

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

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

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

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

Redundancy has the meaning as at Clause 18.4.

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

- 18.3 This clause applies to ongoing Academic Employees employed at the University but does not apply to:
 - a) an employee whose employment is terminated because of ill-health, misconduct and/or serious misconduct, or unsatisfactory performance; or

- b) casual employees; or
 - c) employees on a fixed-term appointment; or
 - d) employees on a Continuing Contingent Funded Employment (CCFE) Contract; or
 - e) an ongoing employee whose period of continuous service with the University is less than 12 months, these employees will be entitled to severance under NES; or
 - f) any other employee who, due to the operation of sections 121, 122 and/or 123 does not have an entitlement to received redundancy pay under section 119 of the Fair Work Act 2009.
- 18.4 Redundancy means:
Where the employee's employment is terminated at the University's initiative, because the University no longer requires the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 18.5 The University will notify an employee whose position is to be made redundant and reasons for redundancy. This notification will commence an 8 week Transition Period.
- 18.6 During the 8 week Transition Period the University will meet with the employee to discuss and where possible implement measures to mitigate against the Redundancy. Such measures may include:
- a. Redeployment,
 - b. Voluntary Early Retirement,
 - c. Voluntary conversion to part time work,
 - d. Transfer to another campus,
 - e. Retraining,
 - f. Secondment.
- 18.7 The University may call for voluntary expressions of interest in redundancy, and employees may elect to express their interest in being selected for voluntary separation. The University may at its discretion, select or decline to accept an employee's expression of interest in redundancy. The University may, at its discretion make offers to employees to accept a voluntary separation.
- 18.8 An employee who has been provided with notice of redundancy may apply within 2 weeks of the notification to the Senior Deputy Vice-Chancellor or their nominee for a review of the decision.
- 18.9 The Senior Deputy Vice-Chancellor or nominee will review the decision and consider whether the redundancy is in accordance with Clause 18.4, and will either:
- (a) confirm the notice of redundancy; or
 - (b) withdraw the notice of redundancy.
- 18.10 Within the 8 week Transition Period an employee may elect voluntary separation.
- 18.11 An employee who elects voluntary separation or who is retrenched will receive on termination of employment the following payments:

(a)	payment in lieu of any unexpired period of the 8 week Transition Period;	
(b)	payment in lieu of any unexpired period of the Redundancy Notice Period:	
	Age	Redundancy Notice Period
	45 and over	22 weeks

	40 - 44 years	20 weeks
	39 years or under	18 weeks
(c)	payment of severance on the basis of 3 weeks' salary for each year of continuous service for the first 10 years and 2 weeks per year of continuous service for subsequent years of service;	
(d)	payment on a pro-rata basis for long service leave;	
(e)	payment of any annual leave and any pro-rata leave loading.	
Provided that the total possible payment from Clauses 18.11(b) and 18.11(c) combined, will not exceed 70 weeks' payment.		

- 18.12 Following the expiration of the Transition Period, and where the employee has not accepted voluntary separation, the Redundancy Notice Period as specified at Clause 18.11(b) will be in effect. On providing notice the University may formally advise the employee the date their employment will be terminated and the employee will be retrenched. Upon termination the employee will receive payment in accordance with Clause 18.11.
- 18.13 The employee may request to work all or part of the Redundancy Notice Period, and the University may agree, or decline an employee's request. Where a request is agreed the employee upon termination will receive payment in accordance with Clause 18.11 including any balance of the Redundancy Notice Period not used.
- 18.14 If the University is able to obtain other suitable alternative employment for an employee at a lower level (being no more than one level below the employee's current level), the employee will be entitled to salary maintenance at least equal to the number of weeks of redundancy and notice that would have applied if the employee had been terminated at the date of the placement.
- 18.15 All payments will be calculated on the employee's salary at the date of cessation of employment and the benefits in this clause including the Redundancy Notice Period are instead of any other notice period, access to a scheme of redeployment or other redundancy benefit. An employee who has converted from full-time to part-time employment will receive payment based on the full-time salary for service up to the conversion to part-time employment and payment from then on will be based on the part-time salary for the remaining period.
- 18.16 An employee who receives a redundancy payment is not eligible for re-employment by the University for a period equal to the number of weeks' pay received in relation to Clauses 18.11(a), 18.11(b) and 18.11(c).

PART E REMUNERATION

19. SALARIES

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

Effective from the first full pay period on or after	Increase in the rates of pay by
1 January 2018	\$1,600
1 January 2019	1.5%
1 January 2020	\$1,600
1 January 2021	1.6%

- 19.2 [Schedule 1 – Salaries and Rates](#), set out and prescribe salary rates under this Agreement.
- 19.3 [Schedule 4 - Part 1](#) and [Part 2](#), set out and prescribe salary rates under this Agreement for employees engaged within the Sports and Fitness Centres, Survey Research Centre, and Vario Health Clinic.
- 19.4 Salaries will be paid fortnightly by electronic funds transfer to the credit of an employee.

20. SUPPORTED WAGE SYSTEM

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

21. SALARY PACKAGING

- 21.1 In accordance with Government legislation and the relevant University policy, eligible employees may participate in a flexible salary packaging scheme. Under salary sacrificing or packaging schemes, an employee can agree to take the salary component of the total remuneration as cash salary or select a combination of cash salary and approved benefits to suit the employee's individual needs. Participation in salary sacrificing or packaging will not affect salary for superannuation purposes or any other purpose.
- 21.2 Casuals may elect to have their salaries salary packaged to superannuation benefits up to a total of 100% of gross salary.
- 21.3 Salary packaging arrangements will operate at no cost to the University. If legislative or other changes result in a cost to the University arising from the arrangements from this clause, the University may elect to discontinue the arrangements or alter the benefits offered unless the employee agrees to pay the additional costs.

22. SUPERANNUATION

- 22.1 The University will make employer superannuation contributions to UniSuper for all eligible current and new employees as outlined within this clause.
- 22.2 The University will make employer contributions as follows:
- (a) 17% employer superannuation contribution on base salary for ongoing employees; or

- (b) 17% employer superannuation contribution on base salary for fixed-term contract employees who are appointed for more than 2 years or who have continuous service for 2 years or more;
 - (c) From the first pay period on or after 1 January 2021, 17% employer superannuation contribution on base salary for all fixed-term contract employees; or
 - (d) Subject to [Schedule 4 - Part 1](#) –Sports and Fitness Centres, and [Part 2](#) Survey Research Centre and Vario Health Clinic, an employer contribution of 9.5% or contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (as amended) (**“Compulsory Employer Contribution”**) for casual employees whichever is the greatest; or
 - (e) if the employee is not covered by Clauses 22.2(a), or 22.2(b) or 22.2(c) or 22.2(d) above, the University will make compulsory employer superannuation contributions in accordance with the Compulsory Employer Contribution.
- 22.3 Notwithstanding Clause 22.1, the University may exercise its options under the terms of its participation in UniSuper for the 5% flexibility quota with regard to:
- (i) the choice of superannuation fund, and
 - (ii) employer contribution level,
- where agreed with the employee.
- 22.4 Notwithstanding Clause 22.3, to the extent permitted under the terms of the University’s participation in UniSuper where the employee is entitled to require the University to adjust the employer superannuation contribution rate of 17% down to no less than the level of Compulsory Employer Contribution (referred to in this clause as **“Cashing Out”, “Cashed Out” or “Cash Out”** as applicable):
- (a) the amount that is Cashed Out will be paid as additional salary;
 - (b) the employee’s Total Remuneration, after factoring in any Cashing Out, shall be the equivalent to the amount of the employee’s Total Remuneration if the employee had not elected to Cash Out;
 - (c) the Cashing Out is permitted by law;
 - (d) the Cashing Out is consistent with superannuation legislation and the external superannuation provider’s rules; and
 - (e) the employee may only require the University to adjust the employer superannuation contribution once each calendar year.
- 22.5 Unless otherwise specified any allowance payments considered Ordinary Time Earnings will be paid the Compulsory Employer Contribution.
- 22.6 Where there is conflict between this Clause and superannuation legislation, the legislation will prevail over this Clause to the extent of the conflict.
- 22.7 Existing arrangements and contributions will be maintained for current staff whose employment predates the introduction of SSAU at the University and who elected to remain in other funds.

23. INCREMENTAL PROGRESSION

- 23.1 Eligibility for incremental progression for Academic and Professional Employees, and progression to higher HEW levels in the case of split level positions for Professional Employees, will be based on the satisfactory performance of duty by the employee.
- 23.2 The date of incremental adjustment of salaries will be:
- (a) the anniversary of the appointment of an employee (all employees); or

- (b) the anniversary of the appointment of an employee to a vacant position at a higher HEW Level (Professional Employee); or
 - (c) the anniversary of the reclassification of an employee's position to a higher HEW Level (Professional Employee); or
 - (d) the anniversary of the date of promotion (Academic Employee); or
 - (e) an alternative date agreed between the employee and the University (all Employees).
- 23.3 The supervisor will review performance of duties with the employee no later than 1 month before an increment is due.
- 23.4 Following the review, the supervisor will submit an increment report to the Head of Work Unit recommending either the payment or deferral of the increment, and signed by the employee if in agreement.
- 23.5 Where no report is submitted before the increment date the increment will proceed automatically.
- 23.6 Where deferral of the increment is recommended, the supervisor will:
- (a) identify in writing the reasons for deferment;
 - (b) identify the steps required to improve the performance of the employee;
 - (c) advise the employee member of their right to reply; and
 - (d) advise the employee of their right to have the matter reviewed by the Vice-Chancellor or their nominee.
- 23.7 A review request made pursuant to Clause 23.6(d) must be received by the Director, Human Resources Services Centre no later than 10 working days from the employee being advised of the deferral of the increment.
- 23.8 The decision to defer an increment will be reviewed within an initial period not exceeding:
- (a) 3 months for a Professional Employee; or
 - (b) 6 months for an Academic Employee.
- 23.9 Where a decision to defer an increment is overturned the employee's increment date will be backdated to the employee's anniversary date.
- 23.10 Following the review period referred to at Clause 23.8 the University will review the decision to defer the annual increment and provide the employee with an opportunity to document areas of improved performance.
- 23.11 Where a deferred annual increment is subsequently approved, the payment date will be effective from the date of approval to proceed to the next increment. Thereafter, the annual increment will remain as the original anniversary date.
- 23.12 Where the review of the decision to defer an increment determines that an employee should not receive an annual increment, such an increment will not be paid for the year. Thereafter, the annual increment will remain as the original anniversary date.

24. APPRENTICES AND TRAINEES

- 24.1 The University may engage Apprentices and Trainees as appropriate to the needs of the University in accordance with Commonwealth and State employment programs. Apprentices and trainees are in addition to the University's core staffing numbers.

- 24.2 The University may also engage apprentices and trainees as appropriated through a Group Training Scheme arrangement whereby an organisation employs apprentices and trainees under an apprenticeship/traineeship training contract and places them with host employers.

24.3 Apprentices

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

Non-Adult Apprentices (under 21 years)		Adult Apprentices (21 years or over)	
Year	Percentage	Year	Percentage
First Year	42%	First Year	75%
Second Year	55%	Second Year	81%
Third Year	75%	Third Year	85%
Fourth Year	90%	Fourth Year	90%

24.4 Trainees

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

25. CLASSIFICATION – PROFESSIONAL EMPLOYEES

- 25.1 Professional Employee positions will be classified in accordance [Schedule 2, Part 1](#) of this Agreement. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 25.2 The descriptors at [Schedule 2 - Part 1](#) will be the University's primary classification system.
- 25.3 The HAY job evaluation methodology will be the University's secondary classification system.
- 25.4 The University will have a Reclassification Review Committee (RRC).
- 25.5 The RRC will consist of:
- (a) 1 employee nominee of the Director Human Resource Services (with proxies);
 - (b) 1 employee nominee of the NTEU (ECU Branch), (with proxies); and
 - (c) a chairperson as agreed.
- A Chairperson as agreed at Clause 25.5(c) means a Chairperson as agreed between the Director, Human Resources Service Centre, or nominee, and the NTEU (ECU Branch).
- 25.6 No person will serve on the RRC unless they have received relevant training in relation to reclassification matters.
- 25.7 The RRC will meet 4 times per year at regular intervals from February to November.
- 25.8 A reclassification application will be submitted by the employee or their supervisor to the Human Resources Services Centre (HRSC) for assessment which may include HAY evaluation. A full reclassification report including recommendations will be compiled by the HRSC.

- 25.9 Where an application results in a HRSC recommendation to reclassify the position, the date of operation will be the first pay period after the date on which the application was made, unless the HRSC determines an earlier date is appropriate.
- 25.10 Where an application is unsuccessful, a re-assessment of the position (other than by an appeal) will not occur for at least 12 months, (from the date classification action commenced), unless:
- (a) there is a significant change in the duties of the position, as agreed between the supervisor and the incumbent; or
 - (b) the University initiates such a review.
- 25.11 Where the classification of a position is downgraded, it will not adversely affect the salary or salary range applicable to the employee. The employee and the supervisor will be provided with written reasons for the decision.
- 25.12 Where a decision is taken not to approve the application for reclassification, the employee and the supervisor will be provided with written reasons for the decision.
- 25.13 An employee whose application is unsuccessful may lodge an appeal with the RRC stating the grounds on which the appeal is based. The appeal must be lodged within 14 days of receiving notification from HRSC of the decision.
- 25.14 The RRC will consider the appeal, taking into account the original reclassification determination, and will make a decision within 14 days of the RRC meeting.
- 25.15 The RRC decision will be final except to the extent that any court or tribunal can determine the matter.
- 25.16 Any determination made under Clause 25.13 will be effective from the pay period following the date of receipt of the reclassification application.
- 25.17 The University will retain the right to determine:
- (a) the title or classification of any new or vacant position;
 - (b) the title or organisational structure for any current position or groups of positions; and
 - (c) the criteria for appointment or promotion to any position or groups of positions.

26. EMPLOYEE FUNDED ADDITIONAL LEAVE

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

26.2 *Purchased Leave Scheme*

- 26.2.1 Subject to operational requirements employees may apply to the Purchased Leave Scheme, to purchase additional leave of up to 8 weeks per year, in accordance with University policies, procedures and administrative arrangements.
- 26.2.2 At the time of applying to the Purchased Leave Scheme an employee must not have an excess annual leave balance and/or a long service leave balance, and within their application demonstrate how leave will be cleared during the Purchase Leave Period.
- 26.2.3 Leave purchased under the Scheme will be applied for and taken in blocks of 1 week minimum, in return for a pro-rata reduction in annual salary that is averaged over a 12 month purchase period.

- 26.2.4 The minimum salary payable to the employee under this Agreement is also adjusted on a pro rata basis for the Purchase Leave Period. Purchased leave must be paid for in full within the same year in which it is approved.
- 26.2.5 Leave purchased under the Scheme must be used by the expiry of the Purchase Leave Period and will lapse at that time. Any outstanding monies will be reconciled and the employee's salary will be adjusted accordingly.
- 26.2.6 Leave purchased will count as service for all purposes. Personal leave or any other paid leave will be paid at the reduced rate.
- 26.2.7 During the Purchased Leave Period an employee's superannuation contributions will reduce to the level based on their actual salary for that year. If the employee wishes to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining both the notional full-time rate for the employee's and the employer's contribution.
- 26.2.8 If the employee's employment terminates before the Purchase Leave Period expires, or the arrangement is terminated, the employee will be entitled to pay in lieu of the purchased leave not taken. Any purchased leave taken by the employee and not paid for will be recovered by the University.
- 26.2.9 Employees automatically revert to their normal salary at the end of the Purchase Leave Period, unless approval is obtained for a subsequent Purchased Leave Scheme arrangement.

26.3 *Deferred Salary Scheme*

- 26.3.1 Subject to operational requirements an employee may apply to work within the parameters of a Deferred Salary Scheme arrangement, in accordance with University policies, procedures and administrative arrangements.
- 26.3.2 At the time of applying for a Deferred Salary Scheme arrangement an employee must not have an excess annual leave balance and/or a long service leave balance.
- 26.3.3 A Deferred Salary Scheme arrangement requires the employee to complete 4 years continuous service paid at 80% of their salary, to be followed by 1 year's deferred leave paid fortnightly proportionate to the total salary deferred over the period. This provision does not apply to employees in the Scheme prior to the operation of this Agreement.
- 26.3.4 The period of deferred leave taken in accordance with Clause 26.3.3 will not constitute a break in service and will count as service for all purposes. However the leave will not count as service for salary increments.
- 26.3.5 If the employee's employment terminates prior to completing the required period, or the arrangement is terminated, the employee will receive a lump sum payment of salary foregone to that time but will not be entitled to an equivalent absence from duty.
- 26.3.6 The following breaks in service will not be considered withdrawal from the Deferred Salary Scheme, they will be deemed to be non-participatory periods:
 - (a) Secondments where the outside organisation pays; and/or
 - (b) Leave without pay; and/or
 - (c) Personal leave without pay greater than 3 months; and/or
 - (d) Parental leave.

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

26.3.8 Periods deemed to be participatory include:

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

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

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

27. HIGHER DUTIES ALLOWANCE (HDA) – PROFESSIONAL EMPLOYEES

27.1 An employee who is required by the University to act in a higher classified position for a period of 5 consecutive working days or more will be paid a Higher Duties Allowance (HDA), equal to a percentage difference between the employee's salary and the minimum of the salary of the higher position, as follows:

Higher Duties Period	Higher Duties Allowance (% difference)
5 working days	25%
6 to 10 working days	50%
11 to 15 working days	75%
16 working days or more	100%

27.2 An employee may, at the University's discretion, be paid 100% of the HDA from the commencement of higher duties.

27.3 The HDA will be increased using the incremental range of the higher position, where such a range exists:

- (a) If the employee acts in a higher position for 12 consecutive months; or
- (b) If the employee acts in a higher position for a total of 12 months over a period of 18 consecutive months.

27.4 An employee in receipt of HDA who proceeds on leave for 4 weeks or less will receive the HDA, provided that:

- (a) the employee returns to the acting position for a minimum of 4 weeks following the period of leave; and
- (b) the acting position remains vacant during the period of leave.

PART F DISCIPLINARY ACTION

28. MANAGEMENT OF UNSATISFACTORY PERFORMANCE - ACADEMIC EMPLOYEES

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

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

29. MANAGEMENT OF MISCONDUCT AND/OR SERIOUS MISCONDUCT

29.1 Academic Employees Only

- 29.1.1 This clause does not apply to a casual or probationary employee.
- 29.1.2 All employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Conduct, and all laws of the State and Commonwealth.
- 29.1.3 The University will manage and address allegations of misconduct and/or serious misconduct in accordance with its procedures.
- 29.1.4 Misconduct means unsatisfactory conduct and includes, but is not limited to:
- (a) negligence in the performance of an employee's duties; or
 - (b) refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
 - (c) any breach of the University's Code of Conduct.
- 29.1.5 Serious Misconduct means conduct of a kind which includes but is not limited to:
- (a) conduct that would justify summary dismissal at law; or
 - (b) wilful or deliberate behaviour that is inconsistent with the continuation of an employee's employment; or
 - (c) conduct that causes an imminent and serious risk to:
 - (i) the health and safety of a person, animals, or the environment; or

- (ii) the reputation, viability or profitability of the University, except where the employee can demonstrate that their conduct was consistent with the provisions of Intellectual Freedom as described in [Clause 58](#); or
 - (d) where the employee has engaged in repeated misconduct.
- 29.1.6 Where an employee is alleged to have engaged in misconduct and/or serious misconduct, the employee's supervisor will investigate the alleged matter(s). The supervisor will provide their report detailing the facts of the alleged matter(s) to the Vice-Chancellor and the employee.
- 29.1.7 The employee will have within 10 working days of receipt of the report to provide a written response to the allegations.
- 29.1.8 Any time during this process the employee may be suspended with or without pay, or directed to perform suitable alternative duties.
- 29.1.9 Where the employee admits the allegation(s) in part or full, or does not respond to the allegation(s), the Vice-Chancellor or their nominee will determine what disciplinary action, if any, is to be taken. The employee will be advised in writing of this decision.
- 29.1.10 If the employee denies the allegation(s) the Vice-Chancellor or their nominee will consider the investigation report and the employee's written response, and will:
 - (a) take no further action; or
 - (b) determine appropriate disciplinary action as set out at (a) to (c) of Clause 29.1.19; or
 - (c) determine other disciplinary action.
- 29.1.11 The Vice-Chancellor or nominee will advise the employee in writing of any decision made.
- 29.1.12 Where a decision under Clause 29.1.10(c) is made the employee may within 5 working days of receipt of this advice make a written request for a review of the decision.
- 29.1.13 Where a request is made under Clause 29.1.12, a Misconduct Committee will convene within 10 working days where practicable.
- 29.1.14 The Misconduct Committee will consist of University academic employees being:
 - (a) An employee chosen by the Vice-Chancellor or nominee;
 - (b) An employee chosen by the NTEU (ECU Branch); and
 - (c) A chairperson as agreed.
- 29.1.15 The terms of reference of the Misconduct Committee is to report findings of fact relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident, and if the sanction imposed is, or is not appropriate.
- 29.1.16 The Committee will provide their report to the Vice-Chancellor and to the employee as soon as practicable.
- 29.1.17 On receipt of the Committee's report the Vice-Chancellor or nominee will determine what disciplinary action, if any, is to be taken. The employee will be advised in writing of the decision.
- 29.1.18 Nothing in this clause precludes the University from terminating the employment of an employee without notice for serious misconduct.

- 29.1.19 Disciplinary action under this clause may include:
- (a) Counselling.
 - (b) Formal censure.
 - (c) Withholding of a salary step for 1 year.
 - (d) Demotion by one or more salary steps.
 - (e) Demotion by one or more classification levels.
 - (f) Termination of employment.
- 29.1.20 Where an employee has been suspended without pay, any lost income will be reimbursed if it is found that there was no misconduct and/or serious misconduct.
- 29.1.21 The decision of the Vice-Chancellor or their nominee will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

29.2 Professional Employees

- 29.2.1 This clause does not apply to a casual or probationary employee.
- 29.2.2 All employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Conduct, and all laws of the State and Commonwealth.
- 29.2.3 The University will manage and address allegations of misconduct and/or serious misconduct in accordance with its policies and procedures.
- 29.2.4 Misconduct means unsatisfactory conduct and includes, but is not limited to:
- (a) negligence in the performance of an employee's duties;
 - (b) refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
 - (c) any breach of the University's Code of Conduct.
- 29.2.5 Serious Misconduct means conduct of a kind which includes but is not limited to:
- (a) conduct that would justify summary dismissal at law; or
 - (b) wilful or deliberate behaviour that is inconsistent with the continuation of an employee's employment; or
 - (c) conduct that causes an imminent and serious risk to:
 - (i) the health and safety of a person, animals, or the environment; or
 - (ii) the reputation, viability or profitability of the University, except where the employee can demonstrate that their conduct was consistent with the provisions of Intellectual Freedom as described in [Clause 58](#); or
 - (d) where the employee has engaged in repeated misconduct.
- 29.2.6 Where an employee is alleged to have engaged in misconduct and/or serious misconduct the employee's supervisor or line manager will investigate the alleged matter(s).
- 29.2.7 If the supervisor or line manager is of the view the matter is minor, they may discuss the conduct with the employee and resolve the matter through guidance, counselling or other appropriate action. If the matter is resolved, no further action is required.

- 29.2.8 If the supervisor or line manager is of the view the alleged conduct may amount to misconduct and/or serious misconduct they will provide a report to the Vice-Chancellor and the employee. The employee will have within 10 working days of receipt of the report to provide a written response to the allegation(s).
- 29.2.9 At any time during this process the employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 29.2.10 Where the employee admits the allegation(s) in part or in full, or does not respond to the allegation(s), the Vice-Chancellor or their nominee will determine what disciplinary action, if any, is to be taken. The employee will be notified in writing of the decision.
- 29.2.11 If the employee denies the allegation(s) the Vice-Chancellor or their nominee will consider the findings within the investigation report and the employee's written response, and whether the actions of the employee amount to misconduct and/or serious misconduct, and will determine what disciplinary action, if any, is to be taken.
- 29.2.12 Nothing in this clause precludes the University from terminating the employment of an employee without notice for serious misconduct.
- 29.2.13 Disciplinary action under this clause may include:
- (a) Counselling.
 - (b) Formal censure.
 - (c) Withholding of a salary step for 1 year.
 - (d) Demotion by one or more salary steps.
 - (e) Termination of employment.
- 29.2.14 Where an employee has been suspended without pay, any lost income will be reimbursed if it is found that there was no misconduct and/or serious misconduct.
- 29.2.15 All actions of the Vice-Chancellor or their nominee will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

PART G HOURS OF WORK – PROFESSIONAL EMPLOYEES

30. HOURS OF DUTY

- 30.1 Except where otherwise stated in this Agreement, including but not limited to [Clause 31.4 – Shift Work](#) Rosters and [Schedule 4, Part 3 Security Officers](#) the ordinary hours of work will be 37.5 per week, Monday to Friday, to be worked in one period of 7.5 hours per day, exclusive of a meal break.

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

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

30.4 Flexible Working Hours Arrangement

- 30.4.1 Where the Head of the Work Unit deems it practicable, employees may work an agreed flexible working hours arrangement provided the arrangement is consistent with Clause 30.4 and University policy as amended from time to time.
- 30.4.2 A flexible work arrangement will not alter the ordinary number of hours the employee is contracted to work, and will not attract any overtime, shift or other additional payment.
- 30.4.3 Subject to [Clause 31 – Shift Work](#), [Clause 32 - Weekend Work](#), and [Clause 33– Overtime](#), hours worked outside the agreed arrangement will be subject to the relevant overtime and shift provisions.
- 30.4.4 Any flexible working arrangement must be agreed by the University and the employee and set out in writing.

31. SHIFT WORK

31.1 Definitions

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

Day Shift means a shift commencing at or after 6.00 am and before 12.00 noon.

Night Shift means a shift commencing at or after 6.00 pm and before 6.00 am.

Shift Worker means a Professional Employee formally engaged by the University on shift work.

31.2 Pay Rate

Subject to Clause 31.4 – Rosters, a Shift Worker required to work an afternoon shift or night shift on a weekday, Monday to Friday shall, in addition to the ordinary rate of salary be paid a

shift loading of 15%, except a non-rotating night shift, which attracts 30%.

31.3 Leave

- (a) Subject to [Schedule 4, Part 3](#) - Security Officers, a Shift Worker who is rostered to work 11 or more Sundays or Public Holidays in a year will receive an additional 5 working days of annual leave.
- (b) A Shift Worker who is regularly rostered to work public holidays and who is not required to work on a particular public holiday by virtue of the fact that such a day is their rostered day off, will have an additional day credited to their annual leave entitlement.

31.4 Rosters

- (a) A Shift Worker will work a 75 hour fortnight, exclusive of meal breaks, on the basis of no more than 10 shifts, of 7.5 hours' duration, provided that the duration of a shift can be altered by agreement between the Shift Worker and the University. Whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift will be varied on a pro-rata basis to reflect any variation.
- (b) Work performed by a Shift Worker in excess of the ordinary hours of their shift or on a rostered day off will be paid for in accordance with the provisions of [Clause 33 - Overtime](#).
- (c) A Shift Worker may be rostered to work on any of the 7 days of the week provided that in any roster period no more than 6 consecutive days will be rostered.
- (d) The roster period will begin on Monday and continue for 14 consecutive days. Rosters will be available to a Shift Worker at least 3 clear working days prior to the commencement of the roster.
- (e) If a roster is altered, the Shift Worker will be provided with at least 24 hours notice of a changed shift.
- (f) A Shift Worker will not be rostered for duty until at least 10 hours have elapsed from the time their previous shift ended. If a Shift Worker is recalled to duty without a 10 hour break they will be paid at overtime rates until such time as a 10 hour break can be taken.
- (g) A Shift Worker will not be retained permanently on 1 shift unless they so elect in writing.

31.5 Exclusions

This clause does not apply to employees covered by Schedule 4, [Part 1](#) or [Part 2](#).

32. WEEKEND WORK

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

- a. Subject to Clause [31.4 – Rosters](#), and [Schedule 4, Part 3](#) - Security Officers work performed by Professional Employees on a Saturday or Sunday that is part of their normal working week will be paid at the ordinary rate of pay, plus a loading of 50% for all hours worked on a Saturday or Sunday.
- b. Subject to [Clause 31.4 – Rosters](#), and [Schedule 4, Part 3](#) – Security Officers, a Professional Employee who is required by the University, and agrees to work on a Saturday or Sunday, which is not part of their normal working arrangement and where such a request does

not exceed 37.5 hours will be paid the ordinary rate plus a loading of 50% for all hours worked on a Saturday or Sunday.

- c. Subject to [Schedule 4, Part 3](#) Security Officers, work performed in excess of 37.5 hours per week will be paid at the appropriate overtime rate at [Clause 33](#).

32.2 Exclusions

This clause does not apply to employees covered by [Schedule 4, Part 1](#) or [Part 2](#).

33. OVERTIME

33.1 Application

Subject to [Schedule 4, Part 3](#) – Security Officers, all work performed by an employee at the direction of the Head of Work Unit or nominee:

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

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

33.2 Payment of Overtime or Calculation of TOIL

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

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

Higher duties allowance will be included when overtime is worked on duties for which this allowance specifically applies.

33.3 Exceptions

An employee may refuse a request to work additional hours or overtime where any such request would be unreasonable, having regard to:

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

33.4 Time off in Lieu (TOIL)

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

TOIL will be calculated in the manner prescribed by Clause 33.2. If an individual is unable to take TOIL within 6 months of working the overtime the University will make the appropriate payment using the rates set out in Clause 33.2.

33.5 Eligibility

The payment of overtime, time off in lieu or travelling time, will not be approved if the employee's classification level is higher than HEW Level 7, unless otherwise decided by the University.

33.6 Part-time Employees

33.6.1 A part-time employee who consents to working additional hours, will be paid at their normal hourly rate.

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

34. ON-CALL

34.1 Definitions

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

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

18.75% of the HEW 4.2 hourly rate.

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

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

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

37.5% of the HEW 4.2 hourly rate.

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

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

- (a) for each half hour or part thereof worked; and
- (b) for time spent travelling to and from the place at which the work duties are performed.

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

35. CALL OUT

35.1 Call out with Notice

35.1.1 An employee who is given at least 24 hours notice by the University of a requirement to return to duty outside his or her usual working hours will be entitled to an overtime payment, in accordance with [Clause 33](#) – Overtime:

- (a) on a week day, for a minimum of one and one half hours; and
- (b) on a Saturday, Sunday or Public Holiday, for a minimum of 3 hours.

35.1.2 The minimum payment period will not apply where:

- (a) it is customary for the employee to return to the place of duty to perform a specific job outside the prescribed hours of duty; or
- (b) the overtime is continuous, except for any meal break, with the completion or commencement of prescribed hours of duty; or
- (c) the employee was required to be On-call.

35.1.3 Each return to duty period will stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.

35.2 Call Out Without Notice

35.2.1 An employee who is required by the University, without prior notice, to return to duty outside his or her normal work hours will be entitled to an overtime payment for a minimum of 3 hours in accordance with [Clause 33.2](#).

The employee will not be obliged to work for the minimum period if the work is completed in less time.

35.2.2 Each return to duty period will stand alone with respect to the application of minimum period payment except where a second or subsequent return to duty is within any such minimum period.

35.2.3 Time spent in travelling to and from the place where the employee is actually recalled to duty will be included in the overtime payment.

36. ANNUALISED HOURS ARRANGEMENT (AHA)

36.1 An Annualised Hours Arrangement (AHA) is a flexible work arrangement under which employees work a yearly quota of hours instead of hours per week.

36.2 Notwithstanding anything contained in this Agreement, where mutually agreed the University and an employee may enter into any flexible employment arrangement that is mutually convenient.

36.3 The total annual ordinary hours of an AHA are to be mutually agreed and expressed by written agreement.

36.4 The agreed ordinary hours inclusive of the annual leave entitlement will be identified as those hours between the employee and the University, but not exceeding 1950 hours in any one year and in any event no employee on an AHA may work more than:

- (a) 48 hours per week, and
- (b) 384 hours over an 8 week cycle; and
- (c) 6 consecutive shifts per week.

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

Part H LEAVE

37. ANNUAL LEAVE

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

37.12 Leave Loading

37.12.1 A leave loading at a rate of 17.5% of the ordinary rate of pay will be paid immediately prior to the Essential Student Services Period, and up to the limit of payment equal to the Australian Statistician's average weekly earnings for all males (Australia) for the most recently published data from the Australian Bureau of Statistics.

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

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

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

38.1 Employees will be entitled to Long Service Leave (LSL) on the following basis:

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

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

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

38.1.3 LSL will continue to accrue during any period of LSL taken by an employee.

38.1.4 A part-time employee has the same entitlement to LSL as full-time employees, with their entitlement calculated on a pro-rata basis according to any variations to the hours worked during the Continuous Service accrual period.

38.2 Subsequent Accruals

38.2.1 Except as otherwise provided for in this clause, following the first qualifying period all employees will be entitled to an additional 13 weeks' LSL on full pay after each

period of 7 years of Continuous Service. For the purposes of Clause 38.3.7, additional accrual will be after a further 3 and a half years of Continuous Service.

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

38.3 Taking of LSL

38.3.1 LSL may be taken as:

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

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

- 38.3.3 Where an employee's rate of pay for LSL was frozen prior to 8 August 2006, that freeze will remain in force.

- 38.3.4 No freeze will apply to the rate of pay for LSL entitlements accrued on or after the 8 August 2006.

- 38.3.5 Where an accrued LSL entitlement equals or exceeds 19 weeks the employee may be issued with 3 months written direction to clear LSL, and make arrangements with their relevant line manager to reduce their LSL balance to no greater than 6 weeks accrued LSL.

If an employee fails to make arrangements, or clear LSL as required, the line manager will provide 12 months' written notice, directing the employee to take their LSL at a time determined and convenient to the University. The employee's balance will then be reduced to 6 weeks accrued LSL.

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

- 38.3.7 An employee who has an accrued LSL of greater than 13 weeks may apply to convert that part of the accrued long service leave that is greater than 13 weeks to an equivalent monetary benefit.

Approval of the payment of an equivalent monetary benefit in lieu of accrued long service leave is at the discretion of the Vice-Chancellor or nominee.

38.3.8 Any public holiday occurring during the period in which an employee is on LSL will be treated as part of the LSL, and extra days in lieu thereof will not be granted.

38.4 Pro-rata Long Service Leave (LSL)

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

- (a) where the employee retires at or over the age of 55, provided that no payment will be made for pro-rata LSL to an employee who has completed less than 12 months' continuous service before the date of the employee's retirement.
- (b) Where the employee who, not having resigned, is retired on the grounds of ill health, provided that no payment will be made for pro-rata LSL to an employee who has completed less than 3 years' continuous service before the date of the employee's retirement.
- (c) where the employee has died in which case payment will be made to the employee's estate.
- (d) where an employee resigns due to the birth of a child and the need to subsequently care for that child, provided that no payment will be made for pro-rata LSL in respect of an employee who has completed less than 5 years' continuous service with the University and the employee has not provided the University with certification from a registered medical practitioner of such pregnancy and the expected date of birth of the child.
- (e) Where the employee's position has been made redundant in which case the provisions of [Clause 17](#) - Redundancy Provision – Professional Employees will apply, subject to the employee completing at least 1 year's continuous service.
- (f) Where the employee has completed 7 years continuous service but is yet to complete their first qualifying period of LSL, or has completed the first qualifying period of service and has cleared the LSL entitlement and has completed an additional 3 and a half years' continuous service.

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

39.1 Employees will be entitled to Long Service Leave (LSL) on the following basis:

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

39.2 Subsequent LSL Accruals

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

- (a) For the purposes of Clause 39.5, additional accrual will be after a further 3 and a half years of Continuous Service.
- (b) An employee who has completed the first qualifying period of service, and has cleared the LSL entitlement, may take pro-rata LSL after a further 3 and a half years' of continuous service. The employee's entitlement to LSL will reduce proportionate to any amount of pro-rata LSL taken.

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

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

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

40. PERSONAL LEAVE – ALL EMPLOYEES

- 40.1. A full-time employee will be entitled to Personal Leave on full pay at the rate of 12.5 working days for each year of continuous service (or the pro-rata equivalent for part-time employees) from the date of appointment for:
- (a) personal illness or injury, or are experiencing family or domestic violence; or
 - (b) to provide care or support for an Immediate Family Member or Household Member, because of a personal illness, injury or unexpected emergency affecting the member; or
 - (c) to provide care or support for an Immediate Family Member or Household Member, because the member is experiencing the effects of family or domestic violence.
- 40.2 A casual employee is not entitled to paid personal leave, and is entitled to unpaid carer's leave at Clause 40.11.
- 40.3 Personal leave is not paid out on termination of employment.
- 40.4 Personal leave will accumulate from year to year if not taken.
- 40.5 Subject to Clause 40.7 an application for personal leave exceeding 2 days but not exceeding 5 consecutive working days must be supported by a statutory declaration or a medical certificate from a registered medical practitioner. Absences beyond 5 consecutive days must be supported by a medical certificate.
- 40.6 A total of 5 single days in any anniversary year may be taken without producing evidence from a registered medical practitioner or statutory declaration.
- 40.7 Where an employee has taken personal leave absences that exceed 12.5 days in any anniversary year a statutory declaration cannot be used for any additional personal leave. Instead, any additional personal leave taken must be supported by a medical certificate.
- 40.8 An employee may be asked to provide evidence from a registered medical practitioner where absences exceed 12.5 days in any one anniversary year, or a pattern of absence on personal leave has been established.
- 40.9 Personal leave will not be granted during any period of Leave Without Pay.
- 40.10 The employee will as soon as practicable:
- (a) notify their relevant supervisor of their absence and where possible no later than 3 hours after commencement of the absence; and
 - (b) in the case of ongoing absence, keep their supervisor informed of the continued requirement for leave; and
 - (c) following their return to work submit a leave application for the period covering their absence.
- 40.11 Unpaid carer's leave**
- 40.11.1 An employee including a casual is entitled to 2 days of unpaid carer's leave for each occasion an Immediate Family Member or Household Member requires care or support due to:
- (i) personal illness or injury; or
 - (ii) the effects of family or domestic violence; or
 - (iii) in relation to a personal emergency affecting such a person.

- 40.11.2 Unpaid carer's leave will not be approved if an employee has paid personal leave available. This does not apply to casuals who do not have an entitlement to paid personal leave.

40.12 Fitness for Duty

- 40.12.1 Where there is doubt about an employee's fitness for work, or there are concerns about the employee's health, the University may require the employee to attend a registered medical practitioner to confirm their fitness, or otherwise, for work. The cost of the attendance will be paid by the University.
- 40.12.2 The University may require an employee to undertake an independent medical examination by an appropriate registered medical practitioner of the University's choosing and cost, where the University considers such a requirement appropriate.

40.13 Illness during Annual Leave or Long Service Leave

- 40.13.1 Where an employee is ill during a period of annual leave and provides the University with notice and satisfactory medical evidence from a registered medical practitioner to that effect, the University may substitute the annual leave with Personal leave for the equivalent period.
- 40.13.2 Where an employee is ill during a period of long service leave of 5 or more consecutive working days and provides the University with notice and satisfactory medical evidence from a registered medical practitioner to that effect, the University may substitute the long service leave with Personal leave for the equivalent period.

40.14 Family and Domestic Violence Support

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

41. PARENTAL AND PARTNER LEAVE

- 41.1 Employees may apply for paid and unpaid parental leave in accordance with University policy.
- 41.2 All parental leave applications and entitlements will be in accordance with this clause and University policies, procedures and administrative arrangements.
- 41.3 An employee on a fixed-term contract will cease to have an entitlement to parental leave upon the date that contract expires. An employee on a continuing contingent funded employment contract will cease to have an entitlement to parental leave on termination of their employment.

41.4 Unpaid Parental Leave

- 41.4.1 An employee who has or will have a responsibility for the care of a child is entitled to a maximum unbroken period of 52 weeks unpaid parental leave, in connection with:
- (a) the birth and subsequent care of the child or,
 - (b) the legal adoption of a child who is not the birth child or the stepchild of the employee or the employee's partner, where the child is under 16 years of age or younger and has not lived continuously with the employee for 6 months or longer at the day of placement.
- If an employee takes paid leave during a period of unpaid parental leave, the period of unpaid parental leave is not extended by the period of paid leave.

- 41.4.2 A casual employee is entitled to 12 months unpaid parental leave if they have been employed on a regular and systematic basis for at least 12 months, and there is a reasonable expectation that this will continue.

41.5 Paid Parental Leave

- 41.5.1 An employee who is the primary care giver for a child and who has at least 12 months continuous service at:
- (a) the expected date of birth, or
 - (b) the date of placement of an adopted child who is under 5 years of age and who is not the birth child of the employee or their partner;
- will be entitled to paid parental leave.
- 41.5.2 Paid parental leave will consist of:
- (a) 24 week paid parental leave at full pay or 48 weeks at half pay; and
 - (b) for the birth mother, up to 37.50 hours paid antenatal leave for the purpose of visits with a registered medical practitioner and allied health professional; or
 - (c) in the case of adoption, 37.50 hours for the purpose of arranging the adoption; and
 - (d) 7.50 hours per week (pro-rata for part-time employees) paid time release per week for the first 5 weeks upon return from parental leave.
- 41.5.3 Part-time employees are entitled to pro-rata paid parental leave entitlements.
- 41.5.4 Where parental leave is taken at half pay superannuation contributions will be made on a pro-rata basis. Where the employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements for maintaining the notional full-time rate for both the employee and employer contribution.
- 41.5.5 An employee must complete 12 months' continuous service on return from each period of parental leave to be entitled to a subsequent period of paid parental leave, except where the previous period of parental leave was limited to 14 weeks in accordance with Clause 41.7. An employee without the required continuous service will be entitled to unpaid parental leave.
- 41.5.6 Where an employee has worked varied hours preceding paid parental leave their parental leave will be:
- (a) Based on the average hours worked in the 12 months immediately prior to commencement of the leave; or

- (b) At their ordinary hours if during their pregnancy the employee temporarily reduced their ordinary hours of work for reasons associated with their pregnancy.

- 41.5.7 Employee couples that are both employed by the University and assuming the role of Primary Care Giver may share the paid parental leave entitlement for a period of up to 8 weeks.
- 41.6 Any unused portion of paid or unpaid parental leave will not be preserved in any way.
- 41.7 If a female employee's pregnancy ends in a late term miscarriage, stillbirth or a perinatal death being the period from 22 weeks gestation to 28 days after the birth, the employee will retain an entitlement to up to 14 weeks paid parental leave or 28 weeks on half pay. Evidence from a registered medical practitioner must be provided.
- 41.8 A pregnant employee would ordinarily be expected to commence leave no later than 6 weeks prior to the expected date of birth. If an employee wishes to continue working during the 6 week period prior to the expected date of birth, the employee must provide the University with a medical certificate from a registered medical practitioner stating:
- (a) whether the employee is fit for work; and
 - (b) if the employee is fit for work, whether it is inadvisable for the employee to continue in her present position during the period because of illness or risks arising out of the employee's pregnancy or hazards connected with the employee's position.
- 41.9 An employee is not entitled to parental leave earlier than 20 weeks prior to the expected date of birth. An employee may access other forms of leave prior to that date.
- 41.10 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties will be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

41.11 Paid and Unpaid Partner Leave

- 41.11.1 An employee who is not the primary care giver at the time of birth or placement of an adopted child may apply for a single continuous period of 2 weeks paid partner leave.
- 41.11.2 An employee who is not the primary care giver may also request up to 6 weeks unpaid partner leave to be taken:
- (a) concurrently with any paid partner leave granted at clause 41.11.1; or
 - (b) within 12 months of the birth or placement of the child in separate periods, normally no shorter than 2 weeks in duration.
- 41.11.3 In the event of a stillbirth or perinatal death the employee who is not the primary care giver will be entitled to 1 week paid leave at full pay or 2 weeks at half pay. The entitlement to paid leave under this provision is separate to any entitlement to [Personal](#) or [Compassionate](#) Leave.

41.12 Change Management and Consultation during Parental Leave

Where [major change](#) is likely to impact on the employee's position while they are on parental leave the University will:

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

41.13 Return to work

- 41.13.1 An employee is required to confirm in writing their intention to return to work at least 8 weeks prior to the conclusion of the parental leave period if practicable, if not, no less than 4 weeks prior.
- 41.13.2 An employee is entitled to return to the position that he or she held immediately before taking parental leave, except that if an employee:
- (a) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer; and/or
 - (b) began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time; and/or
 - (c) was acting in or temporarily performing the duties of a position, prior to parental leave, the relevant position is the substantive position held by the employee.
- 41.13.3 An employee may apply to work part-time on their return from parental leave. Any part-time work arrangement that is agreed will be recorded as a temporary variation to the contract of employment between the University and the employee.
- 41.13.4 Where the employee returns to work on a part-time basis he or she retains an entitlement to revert to full-time in their pre parental leave position for up to 3 years. If the employee does not revert to full-time within the 3 year time period they no longer have any claim to revert to full-time.
- 42.13.5 Effect of parental leave on employment:
- (a) An absence of an employee on unpaid parental leave does not break continuity of service, but is not to be taken into account when calculating the period of service.
 - (b) An absence of an employee on paid parental leave counts as service for all purposes.

42. SHORT LEAVE

- 42.1 Upon sufficient cause being shown an employee will be entitled to Short Leave on full pay not exceeding 2 days consecutive working days or 3 working days in a calendar year.
- 42.2 Short leave is subject to the employee providing as soon as practicable (which may be a time after the leave has started) advice to their supervisor on the period, or expected period, of the leave. The employee may be required to provide reasonable evidence to support their absence.
- 42.3 This clause does not apply to a fixed-term employee on a contract with a duration of less than 12 months, or a casual employee.
- 42.4 This leave will be non-cumulative, and any unused portion is not paid out on termination of employment.

43. LEAVE WITHOUT PAY

- 43.1 Where an employee has exhausted all relevant leave credits leave without pay may be granted at the discretion of the Head of Work Unit.

- 43.2 A period of leave without pay in excess of 10 consecutive working days will not count as Continuous Service for the purposes of this Agreement, but will not constitute a break in service.

44. COMPASSIONATE LEAVE

- 44.1 Compassionate leave on full pay of 2 days will be granted to an employee on each occasion to spend time with an Immediate Family Member or Household Member who has suffered a life-threatening illness or injury.
- 44.2 An employee may also take compassionate leave on full pay of 2 days on each occasion on the death of an Immediate Family Member or Household Member.
- 44.3 The employee may take compassionate leave for each occasion as:
- a) a single continuous 2 day period; or
 - b) 2 separate periods of 1 day; or
 - c) any separate periods as agreed between the employee and the University.
- 44.4 The employee will notify their supervisor of their absence as soon as practicable, and provide details of the period, or expected period of the leave. The employee may be required to provide reasonable evidence to support their absence.
- 44.5 Where the period of leave granted is inadequate due to special circumstances, the University may approve further paid or unpaid leave.
- 44.6 This leave will be non-cumulative.
- 44.7 A casual employee is entitled to unpaid compassionate leave.

45. CULTURAL AND CEREMONIAL LEAVE

- 45.1 Employees who identify and are accepted as members of Aboriginal or Torres Strait Islander communities, will be entitled, to paid leave up to maximum of 3 working days per calendar year to follow and practise the requirements of cultural, spiritual or religious beliefs to which they adhere.
- 45.2 Aboriginal or Torres Strait Islander employees are entitled to an additional day of paid leave to participate in NAIDOC activities/events during NAIDOC week.
- 45.3 Reasonable evidence or a statutory declaration in support of a claim for leave under this clause may be requested.
- 45.4 Leave under this clause will be non-cumulative.

46. LEAVE FOR JURY DUTY / WITNESS LEAVE

- 46.1 A full-time or part-time employee required to serve on a jury, or subpoenaed to appear as a witness is entitled to paid leave for the period, and will provide:
- (a) notice of the absence as soon as practicable;
 - (b) the period or expected period of absence; and
 - (c) satisfactory evidence of the requirements to serve/appear.

- 46.2 Excluding travel reimbursements, an employee is not entitled to retain any juror fees and must pay all fees received to the University.

47. LEAVE FOR DEFENCE FORCES

- 47.1 An employee who is member of the Defence Force Reserves or the Cadet Force is entitled to up to 10 days paid leave pay per calendar year to attend routine defence training or defence service activities.
- 47.2 The University may require the employee to provide reasonable evidence to support leave.

48. COMMUNITY SERVICE LEAVE

- 48.1 For the purposes of this clause Eligible Community Service Activity means:
- (a) voluntary emergency management activity;
 - (b) donating blood or plasma to approved donor centres; and
 - (c) any other activity prescribed by legislation, or agreed to by the University.
- 48.2 An employee who engages in an Eligible Community Service Activity is entitled to paid leave for a reasonable period having regard to the circumstances and nature of the service, and will provide:
- (a) notice of the absence as soon as practicable;
 - (b) the period or expected period of absence; and
 - (c) satisfactory evidence of the requirements to serve/appear.
- 48.3 The University may require reasonable evidence to support leave under this clause.
- 48.4 A casual employee is entitled to unpaid Community Service Leave.

49. STUDY LEAVE – PROFESSIONAL EMPLOYEES ONLY

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

50. PUBLIC HOLIDAYS AND THE ESSENTIAL STUDENT SERVICES PERIOD

- 50.1 Subject to Clauses 50.1.1 and 50.1.2 the following days will be observed as holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Labour Day
- (d) Good Friday;
- (e) Easter Monday;
- (f) ANZAC Day (25 April);
- (g) Western Australia Day;
- (h) Queen's Birthday;
- (i) Christmas Day (25 December);
- (j) Boxing Day (December 26); and
- (k) University holidays being the 2 working days immediately after Boxing Day.

50.1.1 If any of the days above falls on a Saturday or on a Sunday, an alternative day will be recognised as a public holiday instead of such day.

50.1.2 Whenever Labour Day, Foundation Day or Queen's Birthday fall on a day other than a Monday then the next following Monday will be the recognised holiday instead of such day.

50.2 The University may observe an annual closedown period of 2 weeks known as the "Essential Student Services Period" (ESSP), to commence at a date set by the Vice-Chancellor.

50.3 Subject to [Schedule 4, Part 3](#) – Security Officers, the University may conduct its normal operations on the following days:

- (a) Labour Day;
- (b) Western Australia Day; and
- (c) Queen's Birthday,

and employees may be required to work on those holidays at ordinary rates of pay.

Employees who are required to work all of these 3 holidays, in lieu of taking those days as public holidays will be granted 5 Public Holidays in Lieu (PHIL). Subject to operational requirements PHIL days must be taken at the ESSP and are not to accumulate.

50.4 Where an employee works less than the required 3 holidays in Clause 50.3, the number of PHIL days granted will be reduced by the holidays not worked.

50.5 The University may require nominated professional employees to work all or part of the ESSP. Professional employees who are required to work the ESSP will be entitled to take their PHIL days either consecutively or as single days, at another agreed time of the year, or receive overtime for the days worked during the ESSP as per [Clause 33](#) – Overtime.

50.6 Part-time employees will have their entitlement to PHIL days calculated having regard to the hours worked each public holiday.

50.7 An employee may elect on reasonable grounds not to work on a public holiday on which the University is conducting its normal operations, and where agreed, the employee will make an application for Annual Leave for the day in question. Employees taking a day of Annual Leave on the day will still accrue the day in lieu for the relevant public holiday.

50.8 An employee whose employment terminates prior to the ESSP will be paid out any time accrued for working the holidays at Clause 50.3.

50.9 This clause does not apply to a casual employee.

51. ACADEMIC STUDY LEAVE – ACADEMIC EMPLOYEES ONLY

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

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

Length of Service	Maximum Period of Study Leave
Three years	26 weeks
Six years	52 weeks

51.3 On completion of leave the employee will return to the University and serve a period of service equivalent to the period of leave taken. If the required service is not served the University may recover from the employee the whole or part of any salary, grants or allowances paid in relation to the period of study leave.

PART I GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

52. GRIEVANCE RESOLUTION

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

53. DISPUTE PROCEDURES

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

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

PART J OTHER PROVISIONS

54. ACADEMIC PROMOTION

54.1 Academic Promotions will be based on the following principles:

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

55. MANAGEMENT FOR PERFORMANCE

55.1 *Academic Staff* - The University requires academic staff to utilise the Academic Staff Performance Expectations and Outcomes Framework (ASPEO) for setting work objectives, clarifying role and performance expectations and reviewing performance outcomes.

55.2 *Professional Staff* - the Management for Performance System will include a regular review of the position description of each Professional staff employee by the employee and the supervisor to ensure that the description remains current.

55.3 The Joint Staff Consultative Committee (JSCC) must be consulted regarding any proposed changes to The Management for Performance System.

56. JOINT STAFF CONSULTATIVE COMMITTEE

56.1 The role of the Joint Staff Consultative Committee (JSCC) is to facilitate communication and consultation between the University, its Employees and the Union on workplace matters. The JSCC will advise on:

- (a) the effective implementation and monitoring of this Agreement; and
- (b) workplace issues arising from this Agreement from time to time; and
- (c) Human Resources policy changes that affect conditions of employment.

56.2 The JSCC will monitor:

- (a) The progress toward achievement of the Aboriginal and Torres Strait Islander employment objective; and
- (b) School based Academic Workload models; and
- (c) The use of Academic Career Development Fellow appointments; and
- (d) Professional Development Fund.

56.3 The JSCC will comprise:

- (a) 3 employees nominated by the Union, and
- (b) 3 senior employees nominated by the Vice-Chancellor or nominee, and
- (c) in addition both parties may have in attendance one nominated person who is not necessarily an employee of the University.

56.4 Subject to the operational requirements of the University, appropriate time release or workload allocation will be provided to an employee to perform their role on the JSCC.

57. PARENTING ROOM PROVISIONS

57.1 The University will make available a parenting room for employees to bring an Immediate Family Member or Household Member into work when unable to arrange any alternative

childcare or other care arrangements. The room is for short-term emergency use, and not on an ongoing basis. Employees will be required to provide constant on hand supervision at all times in the parenting room.

- 57.2 An employee must take personal leave where the caring arrangement is due to illness or infectious disease which may impact the health of others within the workplace.

Breastfeeding

- 57.3 An employee who is breastfeeding will be entitled to negotiate with her supervisor breaks at her workplace for lactation purposes. Requirements for these purposes will be negotiated with the supervisor.

58. INTELLECTUAL FREEDOM

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

- 58.2 Intellectual freedom includes:

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

- 58.3 Notwithstanding Clause 58.2, the right to intellectual freedom will be pursued in a professional and ethical manner, and employees will not harass, vilify or intimidate or defame others or the University. Intellectual freedom will be in accordance with the University's Code of Conduct and policies.

59. FLEXIBILITY TERM

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

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed for Professional Employees;
 - (ii) overtime rates for Professional Employees at HEW Level 8 or above;
 - (iii) penalty rates for Professional Employees at HEW Level 8 or above;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) employee funded additional leave schemes; and

- (b) the IFA meets the genuine needs of the University and employee in relation to one or more of the matters mentioned in clause 59.1(a); and
- (c) the IFA is genuinely agreed to by the University and employee.

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

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

59.3 The University must ensure an IFA:

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

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

59.5 The University or employee may terminate the IFA:

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

60. EMPLOYEE UNION REPRESENTATIVES

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

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

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

60.3 Leave of absence on full pay for up to 10 working days over 2 years may be granted to accredited employee union representatives to attend approved union courses, seminars or conferences. Leave granted for these courses, seminars or conferences will count as service for all purposes. The University will not be liable for any expenses incurred by the employee.

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

61. EMPLOYEE RECORD

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

62. GENDER PAY EQUITY

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

63. INTELLECTUAL PROPERTY

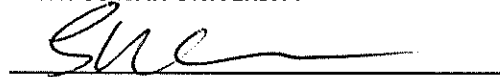
- 63.1 The University will maintain a policy on intellectual property that regulates intellectual property issues including:
- 63.1.1 the moral rights of employees, including a right of attribution and integrity, in a manner consistent with statutory obligations; and
 - 63.1.2 as far as practicable, making scholarly works available in the public domain and commercialising intellectual property to advance knowledge and provide benefit to the community; and
 - 63.1.3 the respective interests of an employee and the University in any assignment of intellectual property rights;
- subject to any rights or interests of third parties.

64. PROFESSIONAL DEVELOPMENT FUND

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

PART K SIGNATORIES

Signed for and on behalf of:
EDITH COWAN UNIVERSITY



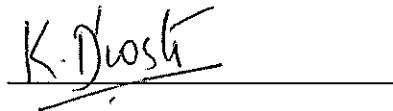
Dated 14 / 11 / 17

Professor Steve Chapman
Vice-Chancellor and President

Joondalup Campus
270 Joondalup Drive
Joondalup WA 6027

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

In the presence of:



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



Dated 14 November 2017

Grahame McCulloch
National Secretary, NTEU

1st Floor, 120 Clarendon Street
Southbank VIC 3006

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

In the presence of:



SCHEDULE 1 – SALARIES AND RATES

Part 1 – Professional Employee Salary Scales

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B \$pa \$1600 Effective	COLUMN C \$ pa 1.5% Effective	COLUMN D \$pa \$1600 Effective	COLUMN E \$ pa 1.6% Effective
Description	Step	2017	Jan 2018	Jan 2019	Jan 2020	Jan 2021
HEW LEVEL 1	100	\$46,705	\$48,305	\$49,030	\$50,630	\$51,440
	200	\$48,284	\$49,884	\$50,632	\$52,232	\$53,068
	300	\$49,866	\$51,466	\$52,238	\$53,838	\$54,699
HEW LEVEL 1/2	100	\$46,705	\$48,305	\$49,030	\$50,630	\$51,440
	200	\$48,284	\$49,884	\$50,632	\$52,232	\$53,068
	300	\$49,866	\$51,466	\$52,238	\$53,838	\$54,699
	400	\$51,447	\$53,047	\$53,843	\$55,443	\$56,330
	500	\$52,239	\$53,839	\$54,647	\$56,247	\$57,147
	600	\$53,029	\$54,629	\$55,448	\$57,048	\$57,961
HEW LEVEL 2	100	\$51,447	\$53,047	\$53,843	\$55,443	\$56,330
	200	\$52,239	\$53,839	\$54,647	\$56,247	\$57,147
	300	\$53,029	\$54,629	\$55,448	\$57,048	\$57,961
HEW LEVEL 2/3	100	\$51,447	\$53,047	\$53,843	\$55,443	\$56,330
	200	\$52,239	\$53,839	\$54,647	\$56,247	\$57,147
	300	\$53,029	\$54,629	\$55,448	\$57,048	\$57,961
	400	\$54,084	\$55,684	\$56,519	\$58,119	\$59,049
	500	\$55,663	\$57,263	\$58,122	\$59,722	\$60,677
	600	\$57,241	\$58,841	\$59,724	\$61,324	\$62,305
	700	\$58,826	\$60,426	\$61,332	\$62,932	\$63,939
	800	\$60,407	\$62,007	\$62,937	\$64,537	\$65,570
HEW LEVEL 3	100	\$54,084	\$55,684	\$56,519	\$58,119	\$59,049
	200	\$55,663	\$57,263	\$58,122	\$59,722	\$60,677
	300	\$57,241	\$58,841	\$59,724	\$61,324	\$62,305
	400	\$58,826	\$60,426	\$61,332	\$62,932	\$63,939
	500	\$60,407	\$62,007	\$62,937	\$64,537	\$65,570
HEW LEVEL 3/4	100	\$54,084	\$55,684	\$56,519	\$58,119	\$59,049
	200	\$55,663	\$57,263	\$58,122	\$59,722	\$60,677
	300	\$57,241	\$58,841	\$59,724	\$61,324	\$62,305
	400	\$58,826	\$60,426	\$61,332	\$62,932	\$63,939
	500	\$60,407	\$62,007	\$62,937	\$64,537	\$65,570
	600	\$61,613	\$63,213	\$64,161	\$65,761	\$66,813
	700	\$63,722	\$65,322	\$66,302	\$67,902	\$68,988
	800	\$65,829	\$67,429	\$68,440	\$70,040	\$71,161
HEW LEVEL 4	100	\$61,613	\$63,213	\$64,161	\$65,761	\$66,813

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B \$pa \$1600 Effective	COLUMN C \$ pa 1.5% Effective	COLUMN D \$pa \$1600 Effective	COLUMN E \$ pa 1.6% Effective
Description	Step	2017	Jan 2018	Jan 2019	Jan 2020	Jan 2021
	200	\$63,722	\$65,322	\$66,302	\$67,902	\$68,988
	300	\$65,829	\$67,429	\$68,440	\$70,040	\$71,161
HEW LEVEL 4A (no longer used)	999	\$69,519	\$71,119	\$72,186	\$73,786	\$74,966
HEW LEVEL 4/5	100	\$61,613	\$63,213	\$64,161	\$65,761	\$66,813
	200	\$63,722	\$65,322	\$66,302	\$67,902	\$68,988
	300	\$65,829	\$67,429	\$68,440	\$70,040	\$71,161
	400	\$67,861	\$69,461	\$70,503	\$72,103	\$73,257
	500	\$70,493	\$72,093	\$73,174	\$74,774	\$75,971
	600	\$73,127	\$74,727	\$75,848	\$77,448	\$78,687
	700	\$75,762	\$77,362	\$78,522	\$80,122	\$81,404
HEW LEVEL 5	100	\$67,861	\$69,461	\$70,503	\$72,103	\$73,257
	200	\$70,493	\$72,093	\$73,174	\$74,774	\$75,971
	300	\$73,127	\$74,727	\$75,848	\$77,448	\$78,687
	400	\$75,762	\$77,362	\$78,522	\$80,122	\$81,404
HEW LEVEL 5/6	100	\$67,861	\$69,461	\$70,503	\$72,103	\$73,257
	200	\$70,493	\$72,093	\$73,174	\$74,774	\$75,971
	300	\$73,127	\$74,727	\$75,848	\$77,448	\$78,687
	400	\$75,762	\$77,362	\$78,522	\$80,122	\$81,404
	500	\$76,978	\$78,578	\$79,757	\$81,357	\$82,658
	600	\$79,082	\$80,682	\$81,892	\$83,492	\$84,828
	700	\$81,193	\$82,793	\$84,035	\$85,635	\$87,005
	800	\$83,302	\$84,902	\$86,176	\$87,776	\$89,180
HEW LEVEL 5/6A (no longer used)	999	\$85,625	\$87,255	\$88,533	\$90,133	\$91,576
HEW LEVEL 6	100	\$76,978	\$78,578	\$79,757	\$81,357	\$82,658
	200	\$79,082	\$80,682	\$81,892	\$83,492	\$84,828
	300	\$81,193	\$82,793	\$84,035	\$85,635	\$87,005
	400	\$83,302	\$84,902	\$86,176	\$87,776	\$89,180
HEW LEVEL 6/7	100	\$76,978	\$78,578	\$79,757	\$81,357	\$82,658
	200	\$79,082	\$80,682	\$81,892	\$83,492	\$84,828
	300	\$81,193	\$82,793	\$84,035	\$85,635	\$87,005
	400	\$83,302	\$84,902	\$86,176	\$87,776	\$89,180
	500	\$84,311	\$85,911	\$87,200	\$88,800	\$90,220
	600	\$86,949	\$88,549	\$89,877	\$91,477	\$92,941
	700	\$89,580	\$91,180	\$92,548	\$94,148	\$95,654

PROFESSIONAL EMPLOYEES		COLUMN A Current Rates	COLUMN B \$pa \$1600 Effective	COLUMN C \$ pa 1.5% Effective	COLUMN D \$pa \$1600 Effective	COLUMN E \$ pa 1.6% Effective
Description	Step	2017	Jan 2018	Jan 2019	Jan 2020	Jan 2021
	800	\$92,216	\$93,816	\$95,223	\$96,823	\$98,372
	900	\$94,851	\$96,451	\$97,898	\$99,498	\$101,900
HEW LEVEL 7	100	\$84,311	\$85,911	\$87,200	\$88,800	\$90,220
	200	\$86,949	\$88,549	\$89,877	\$91,477	\$92,941
	300	\$89,580	\$91,180	\$92,548	\$94,148	\$95,654
	400	\$92,216	\$93,816	\$95,223	\$96,823	\$98,372
	500	\$94,851	\$96,451	\$97,898	\$99,498	\$101,900
HEW LEVEL 7/8	100	\$84,311	\$85,911	\$87,200	\$88,800	\$90,220
	200	\$86,949	\$88,549	\$89,877	\$91,477	\$92,941
	300	\$89,580	\$91,180	\$92,548	\$94,148	\$95,654
	400	\$92,216	\$93,816	\$95,223	\$96,823	\$98,372
	500	\$94,851	\$96,451	\$97,898	\$99,498	\$101,900
	600	\$96,958	\$98,558	\$100,036	\$101,636	\$103,263
	700	\$100,648	\$102,248	\$103,782	\$105,382	\$107,068
	800	\$105,391	\$106,991	\$108,596	\$110,196	\$111,959
	900	\$109,606	\$111,206	\$112,874	\$114,474	\$116,306
HEW LEVEL 8	100	\$96,958	\$98,558	\$100,036	\$101,636	\$103,263
	200	\$100,648	\$102,248	\$103,782	\$105,382	\$107,068
	300	\$105,391	\$106,991	\$108,596	\$110,196	\$111,959
	400	\$109,606	\$111,206	\$112,874	\$114,474	\$116,306
HEW LEVEL 8/9	100	\$96,958	\$98,558	\$100,036	\$101,636	\$103,263
	200	\$100,648	\$102,248	\$103,782	\$105,382	\$107,068
	300	\$105,391	\$106,991	\$108,596	\$110,196	\$111,959
	400	\$109,606	\$111,206	\$112,874	\$114,474	\$116,306
	500	\$112,002	\$113,602	\$115,306	\$116,906	\$118,777
	600	\$114,639	\$116,239	\$117,983	\$119,583	\$121,496
	700	\$117,275	\$118,875	\$120,658	\$122,258	\$124,214
HEW LEVEL 9	100	\$112,002	\$113,602	\$115,306	\$116,906	\$118,777
	200	\$114,639	\$116,239	\$117,983	\$119,583	\$121,496
	300	\$117,275	\$118,875	\$120,658	\$122,258	\$124,214
HEW LEVEL 10	100	\$130,546	\$132,146	\$134,128	\$135,728	\$137,900

Part 2 – Academic Employee Salary Scales

ACADEMIC EMPLOYEES		COLUMN A Current Rates	COLUMN B \$pa \$1600 Effective	COLUMN C \$ pa 1.5% Effective	COLUMN D \$pa \$1600 Effective	COLUMN E \$ pa 1.6% Effective
Class	Step	2017	Jan 2018	Jan 2019	Jan 2020	Jan 2021
ALEVA	001	\$67,273	\$68,873	\$69,906	\$71,506	\$72,650
	002	\$71,110	\$72,710	\$73,801	\$75,401	\$76,607
	003	\$74,949	\$76,549	\$77,697	\$79,297	\$80,566
	004	\$78,788	\$80,388	\$81,594	\$83,194	\$84,525
	005	\$81,908	\$83,508	\$84,761	\$86,361	\$87,742
	***006	\$85,025	\$86,625	\$87,924	\$89,524	\$90,957
	007	\$88,144	\$89,744	\$91,090	\$92,690	\$94,173
	008	\$91,262	\$92,862	\$94,255	\$95,855	\$97,389
ALEVB	001	\$95,979	\$97,579	\$99,043	\$100,643	\$102,253
	002	\$99,582	\$101,182	\$102,700	\$104,300	\$105,969
	003	\$103,175	\$104,775	\$106,347	\$107,947	\$109,674
	004	\$106,778	\$108,378	\$110,004	\$111,604	\$113,389
	005	\$110,375	\$111,975	\$113,655	\$115,255	\$117,099
	006	\$113,978	\$115,578	\$117,312	\$118,912	\$120,814
ALEVC	001	\$117,573	\$119,173	\$120,961	\$122,561	\$124,522
	002	\$121,174	\$122,774	\$124,616	\$126,216	\$128,235
	003	\$124,771	\$126,371	\$128,267	\$129,867	\$131,944
	004	\$128,371	\$129,971	\$131,921	\$133,521	\$135,657
	005	\$131,967	\$133,567	\$135,571	\$137,171	\$139,365
	006	\$135,570	\$137,170	\$139,228	\$140,828	\$143,081
ALEVD	001	\$141,569	\$143,169	\$145,317	\$146,917	\$149,267
	002	\$146,367	\$147,967	\$150,187	\$151,787	\$154,215
	003	\$151,164	\$152,764	\$155,055	\$156,655	\$159,162
	004	\$155,963	\$157,563	\$159,926	\$161,526	\$164,111
ALEVE	001	\$182,362	\$183,962	\$186,721	\$188,321	\$191,335

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

Part 3 – Casual Academic Employee Salary Scales

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

Code	Academic Activity Delivery: On-Campus and/or On-Line	Effective on Approval	\$pa \$1600 Effective Jan 2018	\$ pa 1.5% Effective Jan 2019	\$pa \$1600 Effective Jan 2020	\$ pa 1.6% Effective Jan 2021
LECTURING						
A1	Specialised Lecture (1hr delivery, 4hrs associated work time)	319.17	323.27	328.12	333.23	338.56
A3	Normal Lecture (1hr deliver, 2hrs associated work time)	191.51	193.96	196.87	199.94	203.14
A4	Repeat Lecture (1hr delivery, 1hr associated work time)	127.67	129.31	131.25	133.29	135.42
A17	Developed Lecture (1hr delivery, 3hrs associated work time)	255.33	258.61	262.49	266.58	270.85
A18	Initial Lecture (Arts and Design)	191.51	193.96	196.87	199.94	203.14
TUTORING						
A5	Normal Tutorial (1hr delivery, 2hrs associated work time)	136.74	139.38	141.47	144.54	146.85
A6	Repeat Tutorial (1hr delivery, 1hr associated work time)	91.17	92.92	94.31	96.36	97.90
A18.1	Supervision / Demonstration (Arts and Design)	63.84	64.65	65.62	66.65	67.71
MARKING						
A21	Simple Marking	45.58	46.46	47.16	48.18	48.95
A32	Standard Marking	54.50	55.35	56.18	57.20	58.12
A17.1	Complex Marking	63.84	64.65	65.62	66.65	67.71
OTHER						
A31	Other Required Academic Activity	45.58	46.46	47.16	48.18	48.95
A5C	Full Unit Coordination Duties	54.50	55.35	56.18	57.20	58.12
A33	Writing Units (per hour)	63.84	64.65	65.62	66.65	67.71
A15.1	Lecturer (Access Program)	103.74	104.76	106.33	107.35	109.07
A14	Lecturer (Community Program)	82.99	84.01	85.27	86.29	87.67
008	Practice Supervision	43.99	44.01	44.67	45.69	46.42
MUSIC						
A24	Music Accompanying (1hr delivery, 1hr preparation time)	91.17	92.92	94.31	96.36	97.90
A7	Vocal / Instrumental Tuition of Music	91.17	92.92	94.31	96.36	97.90
A9	Class Tuition	136.74	139.38	141.47	144.54	146.85
A10	Individual Tuition	91.17	92.92	94.31	96.36	97.90
A11	Repetiteur	63.84	64.65	65.62	66.65	67.71
A8	Demonstration	45.58	46.46	47.16	48.18	48.95

EXPLANATION OF MARKING RATES

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

1. Marking of student assessment that does not require feedback

Marking of student assessment will be paid on an hourly basis calculated in accordance with the following table:

Type of Marking	Marking Rate	Effective on approval
Simple marking Marking is simple when the marker is able to recognize the correct answer by application of a marking template, and is required to do no more than record which answers are correct and determine the marks for each and the overall mark for the assessment.	8 pieces of assessment per hour	45.58
Standard marking All other marking that is not simple or complex is standard marking.	5 pieces of assessment per hour	54.50
Complex marking Marking is complex when the marker is required to exercise substantial academic judgment in the evaluation of the assessment.	3 pieces of assessment per hour	63.84

2. Marking of student assessment that does require feedback

Marking of student assessment will be paid on an hourly basis calculated in accordance with the following table:

Type of Marking	Marking Rate	Effective on approval
Simple marking Marking is simple when the marker is easily able to recognize the correct answer, and is required to provide brief feedback.	6 pieces of assessment per hour	45.58
Standard marking Standard marking refers to marking which includes brief feedback and does not require detailed analysis.	4 pieces of assessment per hour	54.50
Complex marking Marking is complex when the marker is required to exercise substantial academic judgement and to give detailed feedback to the students explaining how their work might have been improved, such that a student who learned from this feedback could improve their mark in any similar future assignment.	2 pieces of assessment per hour	63.84

EXPLANATION OF OTHER REQUIRED ACADEMIC ACTIVITY

Code	OTHER REQUIRED ACADEMIC ACTIVITY	Effective on Approval
A31	Other Required Academic Activity	45.58
A5C	If academic performs full unit coordination duties	54.50
A33	Other Duties involving Writing Units	63.84

A31 Other Required Academic Activity

A casual academic required to perform any Other Required Academic Activity, will be paid at an hourly rate for each hour of such activity delivered as required and demonstrated to have been performed.

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

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

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

A5C Full Unit Coordination Duties

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

A33 Writing Units Duties

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

SCHEDULE 2 - CLASSIFICATION STANDARDS AND STRUCTURE

PART I - PROFESSIONAL EMPLOYEES CLASSIFICATION STRUCTURE

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

HIGHER EDUCATION WORKER (HEW)

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 1	Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/ work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/ necessary to enable career path progression.	Cleaner, labourer, trainee for level 2 duties.	Close supervision or, in the case of more experienced employees working alone, routine supervision.	Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.	May provide straightforward information to others on building or service locations.	Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.	Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.
Level 2	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.	Administrative assistant, security patrol officer.	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.	Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.	Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 3	Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: completion of a trades certificate or Certificate III, or completion of Year 12 or a Certificate II, with relevant work experience, or an equivalent combination of relevant experience and/or education/training. Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.	Tradesperson, technical assistant/ technical trainee, administrative assistant.	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.	Perform tasks/ assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.	In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training. In technical assistant positions: assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments monitor experiments for report to a technical officer assist with the preparation of specimens assist with the feeding and care of animals. Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions, perform a range of administrative support tasks including: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.
Level 4	Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: completion of a diploma level qualification with relevant work related experience, or completion of a Certificate IV with relevant work experience, or completion of a post-trades certificate and extensive relevant experience and on the job training, or completion of a Certificate III with extensive relevant work experience, or an equivalent combination of relevant experience and/or education/training.	Technical officer or technician, administrative above Level 3, advanced tradespersons.	In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.	In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.	In trades positions: work on complex engineering or interconnected electrical circuits exercise high precision trades skills using various materials and/or specialised techniques. In technical positions: develop new equipment to criteria developed and specified by others, under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations demonstrate the use of equipment and prepare reports of a technical nature as directed. In library technician positions: Undertake copy cataloguing use a range of bibliographic databases undertake acquisitions respond to reference inquiries. In administrative positions: may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems plan and set up spread-sheets or data base applications be responsible for providing a full range of secretarial services, e.g. in a Work Unit provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.

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

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 7	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with at least 4 years subsequent relevant experience, or extensive experience and management expertise in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex Work Unit.	Broad direction. May manage other employees including administrative, Technical and/or professional employees.	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve standalone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.	<p>In a library, combine specialist expertise and responsibilities for managing a library function.</p> <p>In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.</p> <p>In technical manager positions, the management of teaching and research facilities for a department or school.</p> <p>In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>
Level 8	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or extensive experience and management expertise, or an equivalent combination of relevant experience and/or education/training.	Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; researcher.	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.	The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.	Responsible for program development and implementation. Provide strategic support and advice (e.g. to Work Units) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the Work Unit of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the Work Unit.</p>
Level 9	Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to: Postgraduate qualifications and extensive relevant experience, or extensive management experience and proven management expertise, or an equivalent combination of relevant experience and/or education/training.	Manager (including administrative, research, professional or scientific); senior school or Work Unit administrator; senior researcher.	Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.	Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.	Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to Work Units or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex Work Units, taking into account the size, budget, course structure, external activities and management practices within the Work Unit.</p>

	Training Level or Qualifications	Occupational Equivalent	Level of Supervision	Task Level	Organisational Knowledge	Judgement, Independence and Problem Solving	Typical Activities
Level 10	<p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>proven expertise in the management of significant human and material resources; in addition to, in some areas, postgraduate qualifications and extensive relevant experience.</p>	Senior program, research or administrative manager	Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).	Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.	Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.	Be fully responsible for the achievement of significant organisational objectives and programs.	<p>Manage a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the most complex Work Units in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.</p>

PART 2 - ACADEMIC EMPLOYEE CLASSIFICATION STANDARDS

	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
General Standard	A Level A employee is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.	A Level B employee is expected to make contributions to the teaching effort of the institution, and to carry out activities to maintain and develop his/her professional activities relevant to the profession or discipline.	A Level C employee is expected to make significant contributions to the teaching effort of a department, academic unit or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.	A Level D employee is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within his/her profession or discipline. Academics at this level may be appointed in recognition of distinction in his/her disciplinary area.	A Level E employee is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.
Skill Base	Associate Lecturers (Level A) will normally have completed 4 years of tertiary study in the relevant discipline and/or have relevant qualifications and/or professional, performance or creative experience. Preferably, they will have at least a Masters qualification and be studying for a PhD. Associate Lecturers typically work with the support and direction of more senior employees, but will show increasing independence in their academic work when they are considered for promotion to Lecturer. They are expected to participate in academic unit administrative activities, but are not expected to take a major role.	Lecturers (Level B) will normally have a PhD and/or have relevant and/or professional, performance or creative works and/or experience. Teaching activities include initiation and development of unit materials and may include the supervision of honours and research students. Applicants should show evidence of independence and initiative in research, applied or creative works. They are expected to undertake a range of Academic Unit administrative activities, primarily associated with his/her teaching activities.	Senior Lecturers (Level C) will normally have a PhD and/or have relevant qualifications and/or professional, performance or creative works and/or experience. Teaching activities include initiation and development of unit materials and may include the supervision of honours and research students. Level C employees should show evidence of independence and initiative in research, applied or creative works and a demonstrable record of scholarly and professional achievement. They are expected to undertake a range of administrative functions involving academic units, planning and committee work.	Associate Professors (Level D) will normally have a PhD and/or have relevant qualifications and/or professional, performance or creative works and/or experience. Level D employees are expected to be involved in the development of and have responsibility for curricula and programs of study (award courses), the supervision of honours and research students and where appropriate the leadership of research teams. They may display a high level of administrative work.	A Professor shall have the same skill base as an Associate Professor but will be recognised as a leading authority in the relevant discipline area.
Specific Duties	Specific duties required of a Lecturer (Level A) may include: <ul style="list-style-type: none"> • The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions. • The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity. • The conduct of research. • Involvement of professional activity. • Consultation with students. 	Specific duties required of a Lecturer (Level B) may include: <ul style="list-style-type: none"> • The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions. • Initiation and development of subject material. • Acting as subject coordinators. • The preparation and delivery of lectures and seminars. • Supervision of the program of study of honours students or of 	Specific duties required of a Senior Lecturer may include: <ul style="list-style-type: none"> • The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions. • Initiation and development of course material. • Course coordination. • The preparation and delivery of lectures and seminars. • Supervision of major honours or postgraduate research projects. 	Specific duties required of an Associate Professor may include: <ul style="list-style-type: none"> • The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions. • The development of and responsibility for curriculum/programs of study. • Course coordination. • The preparation and delivery of lectures and seminars. • Supervision of major honours or postgraduate research projects. 	Specific duties required of a Professor may include: <ul style="list-style-type: none"> • Contribute to the strategic and academic leadership in his/her Academic Unit and the University in one of the following areas: • Curriculum, Teaching & Learning (e.g., as Associate Deans [Curriculum, Teaching and Learning], as coordinators of major courses and exemplary teaching activities). • Research (e.g., as Associate Dean [Research], as a Director of a Centre and/or by exemplary personal achievement in research grants, publications, supervision, etc).

	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
	<ul style="list-style-type: none"> • Marking and assessment primarily connected with subjects in which the employee teaches. • Production of teaching materials for students for whom the employee has responsibility. • Development of subject material with appropriate guidance from the subject or course coordinator. • Limited administrative functions primarily connected with subjects in which the employee teaches. • Acting as subject coordinators provided that skills and experience demonstrate this capacity. • Attendance at academic unit meetings and/or membership of a limited number of Committees. <p>A Lecturer (Level A) shall work with support and direction from employees classified at Lecturer and above and with an increasing degree of autonomy as the employee gains in skill and experience.</p> <p>A Lecturer (Level A) will not be required to teach primarily in subjects which are offered only at Masters level or above.</p> <p>The most complex level of subject coordination should not be carried out by a Lecturer (Level A).</p>	<ul style="list-style-type: none"> • postgraduate students engaged in course work. • Supervision of major honours or postgraduate research projects. • The conduct of research. • Involvement in professional activity. • Development of course material with appropriate advice from and support of more senior employees. • Marking and assessment. • Consultation with students. • A range of administrative functions the majority of which are connected with the subjects in which the employee teaches. • Attendance at academic unit meetings and/or membership of a number of committees. 	<ul style="list-style-type: none"> • Supervision of the program of study of honours students and of postgraduate students engaged in course work. • The conduct of research. • Significant role in research projects including, where appropriate, leadership of a research team. • Involvement in professional activity. • Consultation with students. • Broad administrative functions. • Marking and assessment. • Attendance at academic unit meetings and a major role in planning or committee work. 	<ul style="list-style-type: none"> • Supervision of the program of study of honours students and of postgraduate students engaged in course work. • The conduct of research, including, where appropriate, leadership of a large research team. • Significant contribution to the profession, and/or discipline. • High level administrative functions. • Consultation with students. • Marking and assessment. • Attendance at academic unit meetings 	<ul style="list-style-type: none"> • University Service (e.g., as member of the University Executive, Head of Academic Unit or Associate Dean/ Director). • Community Service (e.g., as Associate Dean/ Director or International or Commercial or by significant entrepreneurial work in pursuit of international and commercial benefits for the University). • Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area. • The conduct of research. • Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines. • Development of research policy. • Supervision of the program of study of honours students or of postgraduate students engaged in course work. • Supervision of major honours or postgraduate research projects. • Making a distinguished personal contribution to teaching at all levels. • The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions. • The preparation and delivery of lectures and seminars. • Consultation with students. • Marking and assessment. • Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline. • Developing policy and being involved in administrative matters within the department or other comparable organisational units within the institution. • Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

RESEARCH ONLY

	LEVEL A	LEVEL B	LEVEL C
Skill Base	<p>A Level A employee shall have completed 4 years of tertiary study in the relevant discipline and/or equivalent qualifications and/or professional experience.</p> <p>In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, and professional contributions to technical achievement.</p> <p>A Level A employee is expected to have an honours degree or higher qualifications, an extended professional degree, or a 3 year degree with a postgraduate diploma.</p>	<p>A Level B employee shall have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area.</p> <p>In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, and professional contributions to technical achievement.</p> <p>A Level B employee shall often will require a doctoral or masters qualification or equivalent accreditation and standing.</p>	<p>A Level C employee shall have advanced qualifications and/or recognised significant experience in the relevant discipline area.</p> <p>In determining experience relative to qualifications, regard will be had to criteria outlined in Level A and Level B above. In addition, a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.</p> <p>A Level C employee shall normally require a doctoral qualification or equivalent accreditation and standing. The employee shall be able to provide leadership to a large research team.</p>

SCHEDULE 3 - ALLOWANCES

1. MOTOR VEHICLE ALLOWANCES

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

For the financial year ending 30 June 2017 the ATO flat rate of \$0.66/km will apply for each business kilometre travelled.

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

2. TRAVELLING ALLOWANCES

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

The rates set in Table 1 are for the financial year ending 30 June 2018 and based on ATO TD 2017/19.

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

TABLE 1: TRAVELLING ALLOWANCES

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

Location of travel: Perth & Interstate capital cities		
Meals	Breakfast	\$27.05
	Lunch	\$30.45
	Dinner	\$51.85
	Total	\$109.35
Incidentals		\$19.35
Refer to the relevant ATO ruling for travel locations other than Perth and interstate capital cities.		

SCHEDULE 4 – MISCELLANEOUS MATTERS (PROFESSIONAL EMPLOYEES ONLY)

PART 1 - SPORTS AND FITNESS CENTRES

1. The section is only applicable to the casual employees engaged in the following categories at the ECU Sports and Fitness Centres.

The ordinary hours of work and/or period of casual engagement are to be mutually agreed between the employee and the University and expressed by written agreement.

2. **Span of hours:** 5.30am – 11.00pm Monday – Sunday inclusive.

3. **Rates of Pay**

- 3.1 Employees engaged as Sports and Fitness Centre Attendants, Instructors and Ancillary staff will be paid the hourly rates of pay at Table 1.

Table 1

Current \$ per Hour	Current Hourly Rate Inclusive of 25% loading	Jan 2018 \$ per Hour	Jan 2018 Hourly Rate Inclusive of 25% loading	Jan 2019 \$ per Hour	Jan 2019 Hourly Rate Inclusive of 25% loading	Jan 2020 \$ per Hour	Jan 2020 Hourly Rate Inclusive of 25% loading	Jan 2021 \$ per Hour	Jan 2021 Hourly Rate Inclusive of 25% loading
\$23.87	\$29.84	\$24.69	\$30.87	\$25.06	\$31.33	\$25.88	\$32.35	\$26.30	\$32.87

- 3.2 Casuals engaged to deliver a fitness class as described will be paid the applicable rate of pay in Table 2 for each activity delivered as required and demonstrated to have been performed.

Table 2

Fitness Activity Description	Rate Per Activity Inclusive of 25% loading	Jan 2018 Per Activity Inclusive of 25% loading	Jan 2019 Per Activity Inclusive of 25% loading	Jan 2020 Per Activity Inclusive of 25% loading	Jan 2021 Per Activity Inclusive of 25% loading
Les Mills Class (e.g. Body Pump, Body-Combat etc.)	\$ 50.00	\$50.82	\$51.58	\$52.40	\$53.24
Free Style Classes (e.g. Cardio Box, Fitball etc.)	\$ 45.00	\$45.82	\$46.50	\$47.32	\$48.08
Yoga and Pilates (e.g. meditation, reflection etc.)	\$ 50.00	\$50.82	\$51.58	\$52.40	\$53.24

4. **Casual Loading**

Casual employees will be paid a loading of 25% for the period of engagement, in lieu of all paid leave and other Agreement based benefits and entitlements.

5. **Superannuation**

- (i) Casual employees whose wages are \$450 or more per calendar month, receive a 9.5% (or the *Superannuation Guarantee Charge* whichever is the greater) employer contribution to the UniSuper Fund Administrator.
- (ii) Casual employees whose wages are less than \$450 per month but work 100 or more hours in a 6 month period, receive a 3% employer contribution to the UniSuper Fund Administrator.

- (iii) The University may exercise its options under UniSuper's flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper's rules and arrangements.

PART 2 - SURVEY RESEARCH CENTRE AND VARIO HEALTH CLINIC

A. Survey Research Centre - Market Research Interviewers

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

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

Salary Rates

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

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

Span of Hours

6:00am to 9:30pm Weekdays

9.30am to 6.00pm Weekends

Breaks

10 minutes paid per 4.5 hours worked in a shift

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

Classifications

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

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

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

Minimum Engagement

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

Superannuation

- (i) Casual employees whose wages are \$450 or more per calendar month, receive a 9.5% (or the *Superannuation Guarantee Charge* whichever is the greater) employer contribution to the UniSuper Fund Administrator.
- (ii) Casual employees whose wages are less than \$450 per month but work 100 or more hours in a 6 month period, receive a 3% employer contribution to the UniSuper Fund Administrator.

- (iii) The University may exercise its options under UniSuper's flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper's rules and arrangements.

B. Vario Health Clinic

This section is only applicable to casual employees appointed to provide Allied Health Services for the Vario Health Clinic (VHC). The rates of pay in Tables 1 and 2 include a 25% loading in lieu of entitlements specifically excluded from this Schedule including all leave entitlements, penalties, overtime and loadings as prescribed elsewhere in this Agreement.

Table 1 : Group 1 : Allied Health Professionals

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

Level	Group 1 - Practitioner Qualification	Current Hourly Rate Inclusive of 25% loading	Jan 2018 Hourly Rate Inclusive of 25% loading	Jan 2019 Hourly Rate Inclusive of 25% loading	Jan 2020 Hourly Rate Inclusive of 25% loading	Jan 2021 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$28.14	\$29.18	\$29.62	\$30.64	\$31.13
2	Qualified practitioner: up to 2 years experience	\$33.26	\$34.28	\$37.80	\$35.82	\$36.39
3	Qualified practitioner: 2-5 years experience	\$40.93	\$41.95	\$42.58	\$43.60	\$44.30
4	Qualified practitioner: 5+ years experience	\$48.61	\$49.63	\$50.37	\$51.40	\$52.22
5	Accredited practitioner: up to 2 years experience	\$48.61	\$49.63	\$50.37	\$51.40	\$52.22
6	Accredited practitioner: 2-5 years experience	\$60.12	\$61.14	\$62.06	\$63.08	\$64.09
7	Accredited practitioner: 5+ years experience	\$72.92	\$73.94	\$75.05	\$76.07	\$77.29

Table 2: Group 2: Allied Health Professionals

(E.g. Clinical Psychologists)

Level	Group 2 - Practitioner Qualification	Current Hourly Rate inclusive of 25% loading	Jan 2018 Hourly Rate Inclusive of 25% loading	Jan 2019 Hourly Rate Inclusive of 25% loading	Jan 2020 Hourly Rate Inclusive of 25% loading	Jan 2021 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$28.14	\$29.16	\$29.60	\$30.62	\$31.11
2	Qualified practitioner: up to 2 years experience	\$63.96	\$64.98	\$65.96	\$66.98	\$68.05
3	Qualified practitioner: 2-5 years experience	\$76.75	\$77.77	\$78.94	\$79.96	\$81.24
4	Qualified practitioner: 5+ years experience	\$95.94	\$96.96	\$98.42	\$99.44	\$101.03
5	Accredited practitioner: up to 2 years experience	\$95.94	\$96.96	\$98.42	\$99.44	\$101.03
6	Accredited practitioner: 2-5 years experience	\$115.13	\$116.15	\$117.89	\$118.92	\$120.82
7	Accredited practitioner: 5+ years experience	\$127.92	\$128.94	\$130.88	\$131.90	\$134.01

Descriptors

Level 1

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

Levels 2, 3 and 4

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

Levels 5, 6 and 7

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

Superannuation

- (i) Casual employees whose wages are \$450 or more per calendar month, receive a 9.5% (or the Superannuation Guarantee Charge whichever is the greater) employer contribution to the UniSuper Fund Administrator.
- (ii) Casual employees whose wages are less than \$450 per month but work 100 or more hours in a 6 month period, receive a 3% employer contribution to the UniSuper Fund Administrator.
- (iii) The University may exercise its options under UniSuper's flexibility quota in respect of 5% of staff in superannuable classifications with regard to the fund for the receipt of the applicable contribution in accordance with UniSuper's rules and arrangements.

PART 3 – SECURITY OFFICERS

Part 3 of Schedule 4 is only applicable to Professional Employees employed in the position of Security Officer.

Standby Meal Break Allowance

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

PHIL Days

If rostered to work on a day nominated by the University as a PHIL day, the normal rate of pay shall apply, and the day of paid leave shall be taken by agreement between the University and the employee within 12 months.

Hours Worked

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

Additional Annual Leave

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

SCHEDULE 5 – SUPPORTED WAGE SYSTEM

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

Table 1	
Assessed Capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

3. Provided that the minimum amount payable must be not less than the amount published from time to time within the latest National Minimum Wage Order (\$84 per week as at 1 July 2017).

SCHEDULE 6 – TRAINEESHIPS

1. Introduction

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

2. Definitions

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

3. Training and Employment Conditions

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

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

4. Period of Traineeship

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

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

4.2 Full-time and part-time traineeships

Full-time and part-time trainees will be paid at HEW 1.1 unless otherwise agreed.

Part-time trainees will be paid pro-rata based on their hours of work and on-the-job training.

School-based Traineeships

For School-based trainees their remuneration and entitlements are to be determined in accordance with the Higher Education Industry General Staff Award 2010 as varied from time to time.

The trainee will be paid a minimum:

	Year of Schooling	
	Year 11	Year 12
Hourly rate	\$9.94	\$10.96

19 February 2018



Commissioner Johns
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

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By Email: member.assist@fwc.gov.au

Dear Commissioner

**AG2017/5707 – Edith Cowan University Enterprise Agreement 2017
Undertaking given by Edith Cowan University**

I, Jenny Robertson, being duly authorised on behalf of Edith Cowan University (the University), hereby provide the following undertaking on behalf of the University in accordance with s.190 of the *Fair Work Act 2009 Cth* (the FW Act).

In relation to the *Edith Cowan University Enterprise Agreement 2017* (the Agreement), the University undertakes:

Clause 16. Consultation on Workplace Change

The University undertakes that for the purposes of Clause 16 of the Agreement an employee may be represented by a person or organisation of their choice for the purpose of consultation.

Clause 53. Dispute Procedures

The University undertakes that for the purposes of Clause 53.2 of the Agreement an employee may be represented by a person or organisation of their choice for the purpose of dispute resolution.

Clause 17. Redundancy Provisions – Professional Employees

Clause 18. Redundancy Provisions – Academic Employees

The University undertakes that where an employee is paid a retrenchment benefit under Clause 17.9(e) or Clause 18.11(c) of the Agreement, and the entitlement under Section 119(2) of the FW Act exceeds that payable under Clause 17.9(e) or Clause 18.11(c) of the Agreement, the entitlement under the FW Act will be paid.

Clause 38.3.8 Long Service Leave (LSL) - Professional Employees Only

The University undertakes that when a public holiday occurs during a period of long service leave taken by an employee, and the employee is entitled to the holiday, then the period of long service leave will be increased by one day for each public holiday falling during a period of long service leave.

Clause 50. Public Holidays and the Essential Student Services Period

The University undertakes that the days on which public holidays will be observed are those at Clause 50.1 of the Agreement, and any other day, or part-day, declared or prescribed by or under a law of the State of Western Australia, or a region of the State of Western Australia, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

Schedule 4 – Part 2 B Vario Health Clinic

The University undertakes that where a casual employee is engaged pursuant to Table 1 or Table to Schedule 4, Part 2B – Vario Health Clinic of the Agreement, the employee will:

- (i) be entitled to Clause 31 (Shift Work), Clause 32 (Weekend Work) and Clause 33 (Overtime) of the Agreement where applicable; and
- (ii) the following rates of pay will be applied where applicable:

Table 1 – Group 1:

Level	Group 1 - Practitioner Qualification	Current Hourly Rate Inclusive of 25% loading	Jan 2018 Hourly Rate Inclusive of 25% loading	Jan 2019 Hourly Rate Inclusive of 25% loading	Jan 2020 Hourly Rate Inclusive of 25% loading	Jan 2021 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$28.14	\$30.87	\$31.33	\$32.35	\$32.87
2	Qualified practitioner: up to 2 years experience	\$33.26	\$35.58	\$36.11	\$37.12	\$37.72
3	Qualified practitioner: 2-5 years experience	\$40.93	\$44.38	\$45.04	\$46.06	\$46.80
4	Qualified practitioner: 5+ years experience	\$48.61	\$50.20	\$50.96	\$51.97	\$52.81
5	Accredited practitioner: up to 2 years experience	\$48.61	\$50.20	\$50.96	\$51.97	\$52.81
6	Accredited practitioner: 2-5 years experience	\$60.12	\$62.97	\$63.91	\$64.93	\$65.97
7	Accredited practitioner: 5+ years experience	\$72.92	\$75.96	\$77.10	\$78.12	\$79.37

Table 2 – Group 2:

Level	Group 2 - Practitioner Qualification	Current Hourly Rate inclusive of 25% loading	Jan 2018 Hourly Rate Inclusive of 25% loading	Jan 2019 Hourly Rate Inclusive of 25% loading	Jan 2020 Hourly Rate Inclusive of 25% loading	Jan 2021 Hourly Rate Inclusive of 25% loading
1	3 rd (+) year student practitioner	\$28.14	\$30.87	\$31.33	\$32.35	\$32.87
2	Qualified practitioner: up to 2 years experience	\$63.96	\$68.36	\$69.38	\$70.41	\$71.54
3	Qualified practitioner: 2-5 years experience	\$76.75	\$84.44	\$85.70	\$86.69	\$88.11
4	Qualified practitioner: 5+ years experience	\$95.94	\$96.96	\$98.42	\$99.44	\$101.03
5	Accredited practitioner: up to 2 years experience	\$95.94	\$96.96	\$98.42	\$99.44	\$101.03
6	Accredited practitioner: 2-5 years experience	\$115.13	\$116.15	\$117.89	\$118.92	\$120.82
7	Accredited practitioner: 5+ years experience	\$127.92	\$128.94	\$130.88	\$131.90	\$134.01


Schedule 6 – Traineeships

The University undertakes that where it employs a School-based trainee, the trainee will be paid a minimum:

	Year of Schooling	
	Year 11	Year 12
Hourly Rate	\$10.27	\$11.32

All reference to provisions of legislation in these undertakings is a reference to those provisions as amended or replaced.

Yours sincerely



Jenny Robertson
Director, Human Resources Services Centre