



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

The University of Notre Dame Australia
(AG2020/4051)

THE UNIVERSITY OF NOTRE DAME AUSTRALIA STAFF ENTERPRISE AGREEMENT 2018 - 2021

Educational services

COMMISSIONER WILLIAMS

PERTH, 26 FEBRUARY 2021

Application for approval of The University of Notre Dame Australia Staff Enterprise Agreement 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *The University of Notre Dame Australia Staff Enterprise Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of Notre Dame Australia. The Agreement is a single- enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 March 2021. The nominal expiry date of the Agreement is 31 December 2021.



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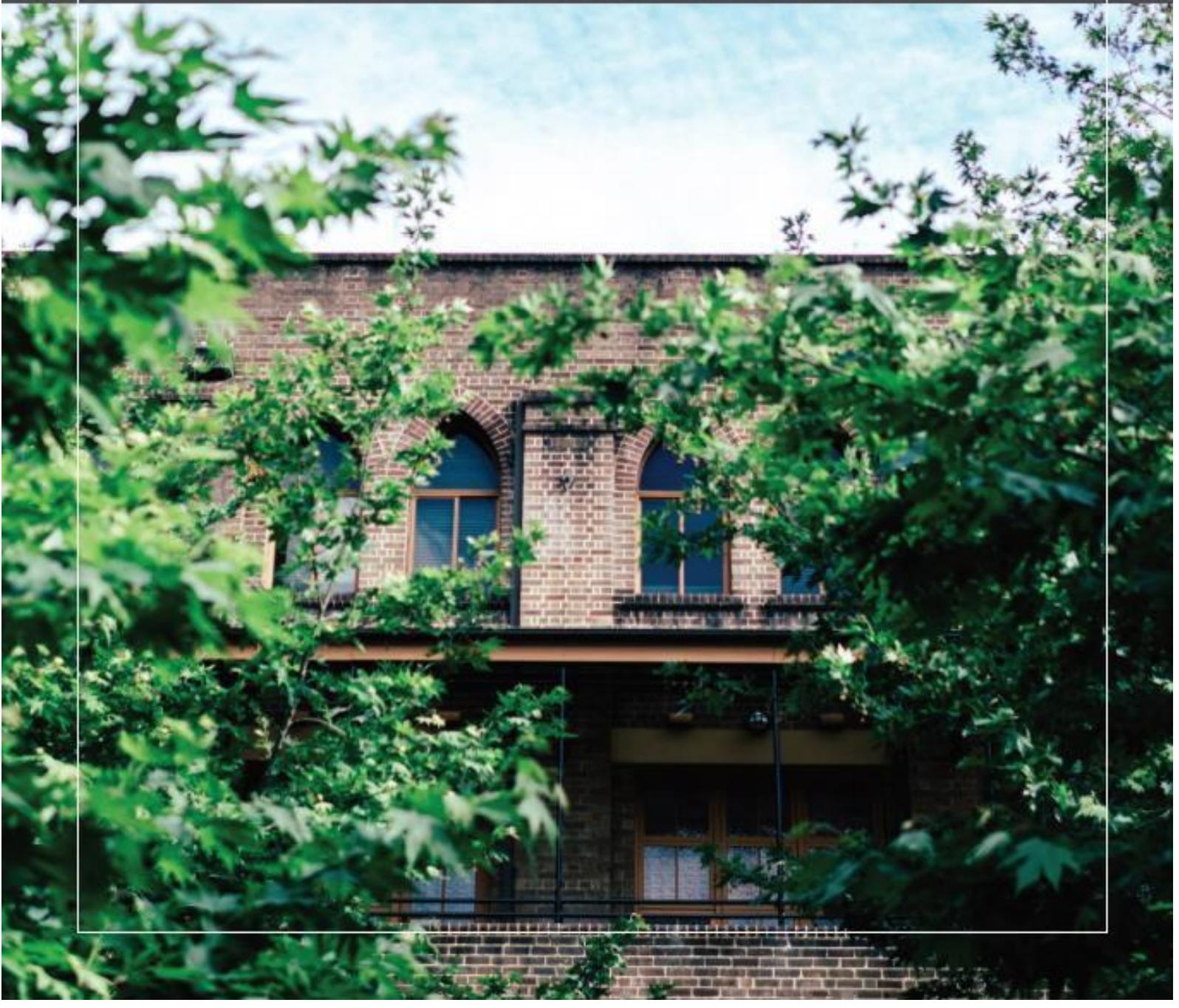
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THE UNIVERSITY OF NOTRE DAME AUSTRALIA

STAFF ENTERPRISE AGREEMENT

2018 - 2021



ARRANGEMENT

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1 Title of the Agreement

This Agreement will be known as “The University of Notre Dame Australia Staff Enterprise Agreement 2018 – 2021”.

2 Coverage of the Agreement

- 2.1** Subject to sub-clause 2.2, this Agreement covers and is binding upon:
- a) the University;
 - b) Staff Members employed by the University under the classifications and wage levels contained in Schedules 1 - 4; and
 - c) the Union.
- 2.2** This Agreement does not cover the Vice-Chancellor, Senior Staff Members or religious members of the University who are assigned by their Congregation or by a Diocese/Archdiocese to support the work of the University.
- 2.3** This Agreement does not cover conjoint appointees who are jointly appointed by a relevant institution (excluding subsidiaries of the University) and the University but are wholly paid by the other institution.

3 Term of the Agreement

- 3.1** This Agreement will have a nominal expiry date of 31 December 2021.
- 3.2** The Parties agree to commence negotiations for a replacement enterprise agreement six months prior to the nominal expiry date of this Agreement.

4 Objectives of the Agreement

- 4.1** The University seeks to provide a university education, within the context of the Catholic faith and values, which is characterised by excellence in teaching, scholarship and research, training for professions and pastoral care for its students.
- 4.2** This Agreement seeks to create and foster a workplace environment where all Staff Members feel encouraged, supported and rewarded for efforts made to achieve these objectives.
- 4.3** This Agreement provides all Staff Members with fair and equitable conditions of employment and working conditions which are tailored to the circumstances of the University.

5 Operation

5.1 Interpretation

Defined terms have the meaning given to them in the Definitions in clause 6 of this Agreement.

5.2 No Extra Claims

It is a term of this Agreement that the Union and Staff Members will not make or pursue any extra claims for improvements in wages or other terms and conditions of employment for the nominal life of this Agreement.

5.3 Relationship between the National Employment Standards and this Agreement

The National Employment Standards apply to Staff Members covered by this Agreement, except where this Agreement provides for a more favourable standard.

5.4 Operation of this Agreement

- 5.4.1 This Agreement is a single-enterprise agreement under sub-section 172(2) of the Act and, in accordance with sub-section 54 (1), will take effect 7 days after the Agreement is approved by the Fair Work Commission.
- 5.4.2 This Agreement operates to the exclusion of any modern award, enterprise award or enterprise agreement which may otherwise cover or apply to the Parties.
- 5.4.3 University policies named and referred to in this Agreement are not thereby incorporated into the Agreement and do not form part of this Agreement.

6 Definitions

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

“Academic Staff Member” means a person employed as a member of the University’s staff, and whose classification and wage both match one of those found under Schedules 1 and 2 of this Agreement.

“Act” means the *Fair Work Act 2009* (Cth) as in force and amended from time to time.

“Agreement” means *The University of Notre Dame Australia Enterprise Agreement 2018 – 2021*.

“Casual Employment” and “Casual Staff Member” means the employment of a General Staff Member (or an Academic Staff Member other than in Sessional Employment) who is employed and paid on an hourly basis that includes a loading in lieu of paid leave and other entitlements.

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

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

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

“Full-time Employment” or “Full-Time” means the employment of a Staff Member (other than a Casual Staff Member or Sessional Staff Member) whose ordinary hours are 37.5 hours per week (averaged over a 12 month period for an Academic Staff Member).

“General Staff Member” means a person employed as a member of the University’s staff and whose classification and wage both match one of those found under Schedules 3 and 4 of this Agreement.

“Maximum Term” means Full-Time or Part-Time Employment under a contract which contains a specified beginning and end date, and a provision allowing for the University or the Staff Member to terminate the contract before the end date by giving the notice specified in the contract.

“NES” means the National Employment Standards as contained in the Act.

“Parties” means the University and the Union.

“Part-time Employment” or “Fractional” or “Part-Time” means the employment of a Staff Member whose ordinary hours are less than 37.5 hours per week (averaged over a 12 month period for an Academic Staff Member).

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

“Senior Staff Member” means a, a Deputy Vice Chancellor, Provost, the Chief Finance Officer, the Chief Operating Officer, the Chief Marketing and Communications Officer, a Pro Vice Chancellor, the University Secretary, the Chief Information Officer, a person employed at the level of Director or above who is receiving a salary at least that of Level 10 Grade 1, the University Registrar and/or the University Librarian.

“Sessional Employment” or “Sessional Staff Member” means the employment of an Academic Staff Member who is employed and paid on an hourly basis. Sessional employment may be for a single session, or a number of sessions over the course of one or more semesters, and for which payment is made in accordance with the rates set out in Schedule 2 of this Agreement.

“Staff Member” means an Academic Staff Member and/or a General Staff Member.

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

- a) A Staff Member or Senior Staff Member nominated by the University, and
- b) A Staff Member or Senior Staff Member nominated by the Union, and
- c) A Chairperson as nominated by the University.

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

“Union” means the National Tertiary Education Industry Union.

“University” means The University of Notre Dame Australia.

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

7 The Ethos of the University as a Catholic Employer

- 7.1** All Staff Members agree to support the ethos of the University and respect the values and teachings of the Catholic Church.
- 7.2** The University recognises that providing an environment in which Staff Members are, and feel, valued and encouraged to develop, both professionally and personally, is a vital way for a Catholic University to be true to its mission.

8 General Conditions of Employment

8.1 Appointment Information

Upon engagement, a Staff Member will be advised in writing of:

- a) the category of employment;
- b) the title of the position;
- c) the salary range applicable to the position;
- d) the commencing salary;
- e) where the appointment is for Fixed-Term Employment, the term for which the appointment applies and the work activity engaged in as described under one of the categories under sub-clause 8.4;
- f) where the appointment is Part-Time Employment, the Fractional equivalent the appointment bears to Full-Time; and
- g) any probationary period which may be applicable.

8.2 Categories of Employment

Staff Members may be employed in the following categories:

- a) Continuing Employment;
- b) Fixed-Term Employment;
- c) Maximum Term Employment (only for employment under subclause 8.4.1(j));
- d) Sessional Employment (Academic Staff Members); or
- e) Casual Employment (General or Academic Staff Members).

8.3 Conversion of Fixed-Term Employment to Continuing Employment

Subject to sub-clause 8.4, a Staff Member who has been engaged on 2 or more consecutive Fixed-Term appointments in the same school or area over a period of 3 or more years, will be eligible to apply for, and will be granted, Continuing Employment, provided that the Staff Member:

- a) is undertaking work of a continuing nature; and
- b) was selected through a merit selection process for at least one of the Fixed-Term appointments; and
- c) has the qualifications and experience required for the role; and

- d) is not the subject of an unsatisfactory performance process and can demonstrate through annual review processes, teaching, student surveys or similar processes that the Staff Member's performance has been satisfactory; and
- e) any other item put forward by the Staff Member's supervisor that warrants consideration.

8.4 Fixed-Term Employment

8.4.1 The use of Fixed-term Employment will be limited to positions with work activity that falls within the description of one or more of the following:

- a) *Specified Task or Project*; which is a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame. Without limiting the generality of that circumstance, it will also include a period of employment provided from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- b) *Research*; which is a work activity by a Staff Member appointed on research-only functions for a contract period not exceeding 5 years.
- c) *Replacement Staff Member*; which is a work activity undertaken by a Staff Member engaged for the purpose of replacing, either directly or indirectly, another Staff Member on leave, or temporarily seconded, away from their usual area of employment.
- d) *Fill a Vacancy on a Temporary Basis*; which is a work activity undertaken by a Staff Member performing the duties of:
 - (i) A vacant position for which the University has made a definite decision to fill and has recruitment actively in progress; or
 - (ii) A position for which the normal occupant is performing higher duties or is performing a work activity provided for in this Agreement.

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

- e) *Pre-retirement Contract*; which is a work activity where a Staff Member has agreed to a pre-retirement contract on a Fixed-Term basis. The contract will normally expire around the relevant retirement date, and will be no longer than 5 years.
- f) *New Organisational Area*; which is a work activity in a new organisational area where there is genuine uncertainty as to whether the new area will continue. A contract can have a term of up to 3 years prior to or from the establishment of the new area.

If it becomes certain that the organisational area will continue, and the Staff Member has been employed for a minimum of 2 years and meets the criteria set out in sub-clause 8.3 (a) – (e), then they will be offered Continuing Employment.

- g) *Area Under Review*; which is a work activity occurring in circumstances where a formal review of an organisational area is under way. A Staff Member may be employed on a 12 month contract. Where the formal review has not been completed prior to the expiry of the 12 month period, the Staff Member may be given further employment on a Fixed-Term basis for a further 12 months. If at the end of the formal review the organisational area is not to be disestablished and the work is considered to be ongoing, the Staff Member will be offered Continuing Employment subject to the criteria set out in sub-clause 8.3 (a) – (e).
- h) *Disestablished Organisational Area*; which is a work activity in an existing work area where there has been a definite decision to cease that work area. For such work activity, a contract of up to 3 years may be offered.
- i) *Apprenticeship or Traineeship*; which is a work activity where a Staff Member is under a formal government-sponsored or approved traineeship or apprenticeship. Such a Staff Member is to be engaged for a period not exceeding the period of the apprenticeship or the traineeship.
- j) *Leadership*; which is a work activity where a Staff Member is employed as an Academic Staff Member at the level of Dean or Associate Dean in any School provided that in this case the contract will include a provision allowing for the Dean or Associate Dean to revert to the existing or substantive position held by the Academic Staff Member prior to appointment as Dean or Associate Dean. The University may use either a Fixed-Term or Maximum Term Contract for employment in this sub-clause 8.4.1 (j).
- k) *Recent Professional Practice Required*; which is a work activity where there is a curriculum requirement that the work is to be undertaken by a Staff Member who has recent practical or commercial experience within the preceding 2 years. Such a Staff Member is to be engaged for a period not exceeding 2 years.
- l) *Employment of Students*; which is a work activity where the Staff Member is enrolled as a student at the University, and their employment is in an area relating to their area of study. The period of Fixed-Term Employment should not extend beyond the academic year in which the later of any of the following apply;
 - i) the Staff Member ceases to be a student; or
 - ii) the Staff Member is not enrolled as a student but is still completing post-graduate work; or
 - iii) the Staff Member is not enrolled as a student but is awaiting results.
- m) *Organisational Change*; which is a work activity for an initial single period of up to 2 years, undertaken when a new organisational structure is being implemented in accordance with clause 18, provided that the new organisational structure being implemented affects no fewer than 3 Staff Members. The University may offer a further Fixed-Term contract of a maximum of 12 months subsequent to the initial contract.
- n) *Unanticipated Increase in Enrolments*; which is a work activity where there is a sudden unanticipated or temporary increase in enrolments. A Fixed-Term contract may be used for up to 3 years. If at the end of 3 years, the work is considered to be on-going, the Staff

Member will be offered Continuing Employment subject to the criteria set out in sub-clause 8.3. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Joint Consultative Committee on an annual basis.

- o) *Substantial Decrease in Enrolments*; which is a work activity where there is a reasonable expectation (based on data available at the time) that there is a significant risk of a decrease in enrolments which:
 - i) is likely to require a reduction in future staff numbers; and
 - ii) causes a need, in the period leading up to the decrease in enrolments, to cover the work of a type that could reasonably be expected to be affected by the decrease in enrolments.

If both criteria set out above are met, the University may use a Fixed-Term contract of up to 3 years duration. The contracts issued must be linked to the area(s) of forecast enrolment decrease. If at the end of 3 years, the work is considered to be Continuing, the Staff Member will be offered Continuing Employment subject to the criteria set out in sub-clause 8.3.

If the University is able to reasonably justify that risk still exists at the end of the contract, a further contract of up to 2 years may be issued. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Joint Consultative Committee on an annual basis.

- p) *First Year Medicine Tutors*; which is a work activity in which a Staff Member is employed in the University's School of Medicine, Fremantle or School of Medicine, Sydney for the purpose of tuition for first year medical students and where that Staff Member does not yet have a current registration as a Medical Practitioner with the Medical Board Of Australia (Registration). A contract of up to 3 years may be offered. If at the end of the contract, the Staff Member has obtained Registration, the Staff Member will be offered Continuing Employment subject to the criteria set out in sub-clause 8.3.

- q) *Convertible Fixed-Term Employment*; which is a work activity where the following applies:
 - i) A convertible Fixed-Term appointment at Level A or Level B may be advertised or offered by the University to Sessional Staff Members on the basis that the employment is convertible from Fixed-Term to Continuing prior to the expiration of the contract.
 - ii) A convertible Fixed-Term appointment will normally be for a period of three years and will not be for a period of less than one year. Such a position may be Full-Time or Part-Time, but such an appointment will involve a mix of duties broadly consistent with those by custom and practice assigned to academics in the relevant classification and Academic unit.
 - iii) Conversion from Fixed-Term to Continuing Employment will be determined in accordance with the criteria set out in sub-clause 8.3 of this Agreement.

- r) The Union and the University may agree on any specific circumstances other than those specified above, where the use of Fixed-Term contracts may be appropriate (despite the desirability of maximising the number of Staff Members in Continuing Employment).

Such agreement may be subject to conditions such as the time, location, duration and number of any contracts. Where agreement is reached, notwithstanding the other requirements of this clause, Fixed-term Employment is permitted, subject to any such conditions.

8.4.2 A Staff Member who is employed on a Fixed-Term contract for a *Specific Task or Project* in accordance with paragraph 8.4.1 (a) or for *Research* in accordance with paragraph 8.4.1 (b), and who is on a second or subsequent contract and who has not secured comparable alternative employment at the expiry of their second or subsequent contract because:

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

will be entitled to the following amount of severance pay:

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

8.5 Part-Time and Fractional Appointments

8.5.1 A Staff Member may be appointed on a Part-Time or Fractional basis to work a fraction of a Full-Time workload.

8.5.2 The rate of salary for a Staff Member appointed to work on a Part-Time or Fractional basis will be calculated pro-rata to the salary appropriate to the level of appointment in the proportion which the appointment bears to a Full-Time appointment.

8.5.3 A Staff Member appointed on a Part-Time or Fractional basis will be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the appointment bears to a Full-Time appointment.

8.6 Classifications

Classifications for Staff Member roles are detailed in Schedules 1 and 3 of this Agreement.

8.7 Probation

8.7.1 All General Staff Members, subject to sub-clause 8.7.5, may be appointed on probation and may be continued in such a probationary appointment for a period of up to 6 months from the date of commencement.

- 8.7.2 All Academic Staff Members, subject to sub-clause 8.7.5, may be appointed on probation and may be continued in such a probationary appointment for a period of up to 18 months from the date of commencement.
- 8.7.3 The period of probation for a Staff Member on a Fixed-Term contract will be no longer than the greater of 6 months or one-third of the length of the Fixed-Term appointment.
- 8.7.4 The length of the probationary period will be specified in the Staff Member's contract of employment.
- 8.7.5 A probationary period may be extended by up to a further 6 months, provided that the Staff Member is notified in writing of the reason for the extension not less than 10 working days prior to the conclusion of the initial probation period.
- 8.7.6 An existing Staff Member who has served a 6 month probationary period will not have a further probationary period included in any second or subsequent contract in the same or similar position with the University.
- 8.7.7 The Staff Member's immediate supervisor will review the Staff Member's work performance during the probationary period and provide written feedback to the Staff Member.
- 8.7.8 The process of review may include informal feedback as well as a formal review/s.
- 8.7.9 There will be at least 1 formal review during the probationary period.
- 8.7.10 Prior to any decision to terminate employment:
- a) a Staff Member on probation will be advised in writing of any adverse material about the Staff Member that the University intends to take into account in a decision to terminate the employment; and
 - b) the University will give the Staff Member the opportunity to respond within 5 working days of receipt of the advice.
- 8.7.11 The University will confirm completion of probation, extend probation or terminate the appointment on or before conclusion of the probationary period.
- 8.7.12 Any decision to extend or terminate the probationary period must be agreed to by the Vice Chancellor.
- 8.7.13 Failure to give notice by the University or the Staff Member in accordance with the provisions of sub-clause 17.4 will require the payment, or forfeiture of payment, in lieu of such notice. However, a lesser period of notice may be agreed between the University and the Staff Member.
- 8.7.14 Where a decision has been made to terminate the Staff Member's employment in accordance with the provisions of sub-clause 17.4, the Staff Member will have a right of appeal based only on a breach of procedural fairness.

- 8.7.15 Appeals must be lodged by the Staff Member with the Vice Chancellor within 5 working days of the Staff Member having been advised of the termination of their employment.
- 8.7.16 On receipt of an appeal, the Vice Chancellor will establish a Staff Review Committee convened for that purpose.
- 8.7.17 The Staff Review Committee will determine whether procedures have been followed. If the appeal is upheld, the reasons will be submitted to the Vice Chancellor for consideration.
- 8.7.18 The Vice Chancellor will determine the matter and notify the Staff Member in writing of the final decision within 5 working days of the decision being made. The University's decision will be final, save for a Staff Member's right to pursue the matter outside the University through any relevant external agency.
- 8.7.19 Performance issues for Staff Members on Probation will be dealt with under this clause, and are not subject to Clause 23.

8.8 Flexible Working Arrangements

- 8.8.1 The University and a Staff Member may agree to make an individual flexibility arrangement to vary the effect of clauses of the Agreement, if:
- a) the arrangement meets the genuine needs of the University and the Staff Member; and
 - b) the arrangement is genuinely agreed to by the University and the Staff Member.
- 8.8.2 The following matters may be the subject of an individual flexibility arrangement:
- a) arrangements about when work is performed;
 - b) overtime rates;
 - c) leave loading; and
 - d) allowances.
- 8.8.3 The University will ensure that the clauses of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Act;
 - b) are not unlawful under section 194 of the Act; and
 - c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.
- 8.8.4 The University will ensure that the individual flexibility arrangement:
- a) is in writing;
 - b) includes the name of the University and the Staff Member;

- c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
- d) includes details of:
 - i) the clauses of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the clauses; and
 - iii) how the Staff Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the date on which the arrangement commences.

8.8.5 The University will give the Staff Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.8.6 The University or the Staff Member may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other Party to the arrangement; or
- b) if the University and Staff Member agree in writing – at any time.

9 Indigenous Employment

9.1 Supporting the Indigenous Community

- 9.1.1 The University recognises the unique position of Aboriginal & Torres Strait Islander people in Australian culture and history. The University aims to ensure that Indigenous Staff Members benefit from the same opportunities, expectations and standards as non-Indigenous Staff Members, whilst maintaining a strong, vibrant culture.
- 9.1.2 The University is committed to providing an environment where Staff Members are supported and not subjected to racism in the workplace. The University supports the promotion of a culturally responsive and responsible workplace.
- 9.1.3 The University will take active measures over the life of the Agreement in an effort to make a real and substantial increase to the employment of Aboriginal & Torres Strait Islander Staff Members.

9.2 Senior Staff Member Responsible for Indigenous Issues

- 9.2.1 The University will allocate responsibilities for Indigenous issues to a Senior Staff Member, who will be responsible for overseeing the provision of advice to the University on all aspects of Aboriginal & Torres Strait Islander higher education and employment strategies.

9.3 Employment Co-ordinator

- 9.3.1 The University will appoint an Aboriginal & Torres Strait Islander Employment Co-ordinator. The Aboriginal & Torres Strait Islander Employment Co-ordinator will be an essential participant in the development, implementation and monitoring of the Notre Dame Aboriginal & Torres Strait Islander Employment Strategy.

9.4 Indigenous Employment (Development and Implementation) Committee

- 9.4.1 The University will maintain an Aboriginal & Torres Strait Islander Employment Committee which will consist of:
 - a) A Senior Staff Member of the University who has responsibility for Aboriginal & Torres Strait Islander matters
 - b) Two Aboriginal & Torres Strait Islander staff members of the University elected by the Aboriginal & Torres Strait Islander staff members of the University
 - c) The designated Aboriginal & Torres Strait Islander Employment Co-ordinator
 - d) A Staff Member from the Staffing Office; and
 - e) A Staff Member representative of the NTEU
- 9.4.2 The role of the Aboriginal & Torres Strait Islander Employment Committee will be to:
 - a) Develop and oversee the implementation of an Aboriginal & Torres Strait Islander Employment Strategy.
 - b) Monitor the employment of Aboriginal & Torres Strait Islander staff including:
 - i. The number of staff members;
 - ii. The relative classification levels and modes of employment of Aboriginal & Torres Strait Islander staff members; and
 - iii. Any other related matters that the Committee determines are necessary.

- c) Report to the Joint Consultative Committee biannually on Aboriginal & Torres Strait Islander employment matters.

9.5 Recognition of knowledge and cultural practices

- 9.5.1 The University acknowledges that participation of Aboriginal & Torres Strait Islander staff members in cultural or ceremonial activities enhances the effectiveness of Aboriginal & Torres Strait Islander people as staff members of the University.
- 9.5.2 The University will respect and give consideration to the cultural, social and religious systems practiced by Aboriginal & Torres Strait Islander peoples, recognise Aboriginal & Torres Strait Islander knowledge as a contribution to other bodies of knowledge, and acknowledge the scholarship that Aboriginal & Torres Strait Islander staff members bring to the University. In implementing the employment strategy, the University will actively promote and recognise Aboriginal & Torres Strait Islander cultural practices and identity, and the diversity of such.

9.6 Indigenous Language Allowance

- 9.6.1 A Staff Member who is required by the University to use an Indigenous language in the course of their employment will be paid an allowance of either:

- a) Level 1 - \$1583 per annum
Level 1 is an elementary level. This is for Staff Members who are required to have, and be capable of using, minimal knowledge of language for the purpose of simple communication; or

	First pay period on or after 1 July 2018	First pay period on or after 1 July 2019	First pay period on or after 1 July 2020	First pay period on or after 1 July 2021
Allowance	\$1606.75	\$1630.85	\$1663.46	\$1696.73

- b) Level 2 - \$3168 per annum
Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

	First pay period on or after 1 July 2018	First pay period on or after 1 July 2019	First pay period on or after 1 July 2020	First pay period on or after 1 July 2021
Allowance	\$3215.52	\$3263.75	\$3329.03	\$3395.61

- 9.6.2 Indigenous language will mean a recognised proficiency in any one of the Aboriginal or Torres Strait languages.

10 Hours of Work Arrangements for General Staff Members

10.1 Hours of Duty

10.1.1 The standard hours of work for Full-Time General Staff Members will be 37.5 hours per week excluding meal breaks.

10.1.2 The standard hours are to be worked between 6.00am and 7.00pm, Monday to Friday.

10.1.3 Notwithstanding sub-clause 10.1.1, by agreement with the General Staff Member the standard hours for a General Staff Member occupying a position in any of the following departments may be worked on any day and within a spread of hours no greater than 12.5 per day:

- a) Campus Services Office;
- b) University Library;
- c) Office of Marketing & Communications
- d) Study Abroad;
- e) Campus Ministry and Chaplaincy;
- f) Student Life Office;
- g) Prospective Students Office (Fremantle) or Prospective Students and Admissions Office (Sydney)
- h) Admissions Office;
- i) Student Administration Office; or

10.2 Overtime and Time Off in Lieu

10.2.1 Subject to the provisions of this sub-clause, the University may direct a General Staff Member to work a reasonable amount of overtime, outside of standard work hours and the General Staff Member will work in accordance with such requirements and will be entitled to receive paid overtime or time off in lieu. Overtime will be paid unless time off in lieu is agreed upon between the Staff Member and the supervisor.

10.2.2 If time off in lieu is agreed upon between the Staff Member and the supervisor, a General Staff Member will be entitled to one hour time off in lieu for each additional hour worked, provided that a minimum of 30 minutes overtime work must have been undertaken by the General Staff Member to be entitled to any overtime.

10.2.3 Any accrued time off in lieu will normally be taken within 4 weeks of the accrual. Where time off in lieu is not taken within 4 weeks of its accrual, the General Staff Member may elect to be paid for the overtime instead. All accrued time off in lieu must be taken within 12 months of its accrual. If not, the University will pay the accrued time at the overtime rate and value that applied at the time that it was earned.

10.2.4 Time off in lieu and paid overtime will not apply to:

- a) A General Staff Member whose maximum annual salary, including allowances, is in excess of Level 7 step 1, unless the University gives special approval; or
- b) A General Staff Member whose work is not subject to close supervision, unless directed by a duly authorised officer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined.

10.2.5 The overtime and payment must be authorised and approved by the University prior to the overtime being worked by the General Staff Member.

10.2.6 Overtime will be paid at the following rates:

- a) on a weekday, time and a half for the first 3 hours and double time thereafter;
- b) on a Saturday, time and a half for the first three 3 hours and double time thereafter or after 12 noon, whichever is the earlier;
- c) on a Sunday, double time;
- d) on a Public Holiday, double time and a half.

10.2.7 A General Staff Member may refuse to work overtime in circumstances where the working of such overtime would result in the General Staff Member working hours which are unreasonable having regard to:

- a) any risk to the General Staff Member's health and safety from working the additional hours;
- b) the General Staff Member's personal circumstances, including family responsibilities;
- c) the needs of the University;
- d) whether the General Staff Member is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e) any notice given by the University of any request or requirement to work the additional hours;
- f) any notice given by the General Staff Member of his or her intention to refuse to work the additional hours;
- g) the usual patterns of work in the industry, or the part of the industry, in which the General Staff Member works;
- h) the nature of the General Staff Member's role, and the General Staff Member's level of responsibility; or
- i) any other relevant matter.

11 Remuneration

11.1 Salary and Wages

- 11.1.1 Salary and wage rates are contained within Schedules 2 and 4 of this Agreement.
- 11.1.2 Salary and Wages will be paid fortnightly by electronic funds transfer into an account nominated by the Staff Member.
- 11.1.3 The hourly rates for Part-Time and Casual Staff Members and Sessional Staff Members will be calculated to the nearest whole cent; any amount less than half a cent in the final calculations will be disregarded.

11.2 Salary Increases

- 11.2.1 Salaries will be adjusted annually in accordance with Schedules 2 and 4 of this Agreement.

11.3 Salary movement within a classification

- 11.3.1 Eligibility for incremental progression will be based on the satisfactory performance of duties by the Staff Member.
- 11.3.2 The date of incremental adjustment of salaries will be:
 - a) the anniversary of the appointment of the Staff Member;
 - b) the anniversary of the date of promotion; or
 - c) an alternative date as agreed between the Staff Member and the University.
- 11.3.3 A review of the performance of duties with the Staff Member will be carried out by the University no later than one month before an increment is due.
- 11.3.4 Following the review, an incremental report will be produced by the University recommending either the payment or deferral of the increment.
- 11.3.5 Where no report is submitted before the incremental date, the increment will proceed automatically.
- 11.3.6 Subject to sub-clauses 11.3.7 to 11.3.11, the deferral of an increment will be for one calendar year.
- 11.3.7 Where deferral of the increment is recommended, the University will:
 - a) advise the Staff Member in writing of the reasons for deferral;
 - b) identify the steps required to improve the performance of the Staff Member;
 - c) advise the Staff Member of their right to reply; and
 - d) advise the Staff Member of their right to have the matter reviewed.

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

11.4 Apprentice, Trainee and Junior Rates for General Staff Members

- 11.4.1 Apprentices/trainees will be paid according to Schedules E and F of the *Higher Education Industry—General Staff—Award 2010* as varied from time to time.
- 11.4.2 Junior General Staff Members will be paid a percentage of the minimum salary payable to an adult General Staff Member for the duties performed, as set out below

Junior rates of pay

20 years old	90%
19 years old	80%
18 years old	70%
17 years old and under	60%

11.5 Supported Wage System for General Staff Members

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

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

*Provided that the minimum amount payable will be not less than \$75 per week or as amended by Fair Work Australia in its Annual Wage Review.

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

11.6 Higher Duties relating to General Staff Members

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

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

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

11.6.3 Subject to sub-clause 11.6.4, a General Staff Member temporarily assigned duties at a higher classification level will be entitled to receive the rate applicable for the higher position during a period of paid leave or public holiday provided that the General Staff Member would have received the rate applicable for the higher position if they had not been absent from the workplace for the period of the paid leave or the public holiday.

11.6.4 Where any General Staff Member who is in receipt of an allowance proceeds on a period of annual leave or sick leave, and the position is replaced, then the allowance will cease.

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

11.7 Comparative Salaries and Wages Across Campuses

11.7.1 The University has two different salary scales:

- a) for Western Australian campuses; and
- b) for the New South Wales campus.

11.7.2 The University will annually review the basis for having different salary scales by reference to official Australian Government publications and any other matters that it considers relevant.

11.7.3 When the University determines that there is no basis for having different salary scales it will develop a plan to align salary scales (in whole or in part) over a reasonable period and taking into account any matters that it considers relevant.

11.8 Remote Allowance

11.8.1 In recognition of their remote location, Staff Members employed to work at the Broome Campus will be provided with an additional 2 weeks leave per annum and a remote allowance annually, in the following amounts which is paid pro rata for Part-Time Staff Members.

Year	First pay period on or after Jan 1 2018	First pay period on or after Jan 1 2019	First pay period on or after Jan 1 2020	First pay period on or after Jan 1 2021
Allowance	\$1015	\$1030.23	\$1050.83	\$1071.85

11.8.2 The additional 2 weeks leave does not accrue from year to year, but may be cashed out.

11.8.3 The additional 2 weeks leave and the remote allowance will be calculated on a pro rata basis for Staff Members who have not worked a full year in Full-Time Employment.

11.8.4 The quantum of the remote allowance will be reviewed annually.

11.8.5 An employee can opt not to take the remote allowance, by providing notification to the University in writing.

11.9 General Staff Career Development Fund

- 11.9.1 The University will establish a centrally administered General Staff Career Development Fund (**Fund**) to provide professional development opportunities for General Staff Members.
- 11.9.2 Funding will be made available for professional development activities that are relevant to the performance of a General Staff Member's current position, or that will enhance a General Staff Member's ability to develop beyond their current position.
- 11.9.3 The Fund will be administered by the University, and the amount of available funding will be determined by the University on an annual, noncumulative basis. General Staff Members will be advised of available funding in each year, and of the maximum amount that any General Staff Member may apply for in relation to a development opportunity or activity.
- 11.9.4 A General Staff Member may apply once every 2 years for access to funding for a professional development activity or opportunity, subject to the maximum amount of funding available to an individual General Staff Member as determined by the University.
- 11.9.5 A General Staff Member will not be granted funding for development activities and programs that are substantially equivalent to those already offered as professional development opportunities and courses by the University.
- 11.9.6 The University will grant funding to a General Staff Member who is able to meet the advertised criteria, which will at least require the General Staff Member to satisfy the following:
- a) General Staff Members must have completed 12 months of continuous service with the University, and will not have notified the University of their resignation, or for Fixed-Term General Staff Members, that they will have at least one year remaining on their contract;
 - b) Access to the Funding is not available while a General Staff Member is on Probation;
 - c) Endorsement from the General Staff Member's line manager and Head of Department;
 - d) Relevance to an existing position or future possible role at the University;
 - e) Confirmation by the General Staff Member's line manager that the application is consistent with a career plan discussed as part of the University's Performance Review Process; and
 - f) Demonstrated satisfactory performance, as assessed and documented under the University's Performance Review process.
- 11.9.7 The University will establish a policy to govern the Fund, including access and assessment criteria. The Joint Staff Consultative Committee will be consulted on the development of the Policy, and will receive a yearly report on the number of applications and the nature of funding granted.

11.10 Payment for Use of Own Vehicle for Staff Members

11.10.1 If a Staff Member:

- a) is requested by the University to use a private motor vehicle on official business; and

b) consents to do so, and is not in receipt of an allowance provided for in sub-clause 11.10.2;

then they will be entitled to be paid the appropriate rate of allowance shown in the following table, from 1 January 2018,:

Area	Engine displacement (in cubic centimetres)			Motorcycle
	Over 2600cc	1601cc – 2600cc	1600cc and under	
	Cents per km	Cents per km	Cents per km	
Metropolitan Area (WA, VIC, NSW)	89.5	64.5	53.2	31
South West Land Division (WA)	91.0	65.4	54.0	31
North of 23.5° South Latitude	98.6	70.6	58.3	31
Rest of State (WA, VIC, NSW)	94.3	67.5	55.6	31

These rates will increase annually in accordance with the quantum of the salary increases, set out in Schedule 2.

11.10.2 The University may pay to a Staff Member a negotiated commuted amount for the use of a motor vehicle belonging to a Staff Member.

11.10.3 For the purposes of sub-clause 11.10.1 the:

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

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

11.10.4 Where a Staff Member in the course of a journey travels through two or more of the separate areas listed in the table below, payments will be made at the appropriate rate applicable to the length of journey completed in each of the areas being traversed.

11.11 WHS Allowance

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

11.11.2 All Work Health and Safety Representatives (WHSR) who have been through the required training will be paid an annual allowance of \$1000 to be paid on a fortnightly basis. Part time staff will be paid on a pro-rata basis.

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

11.11.4 WHSR on periods of other paid leave in excess of 4 weeks shall not receive payment during this period.

12 Superannuation

12.1 Generally, superannuation legislation (including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth)) deals with the superannuation rights and obligations of the University and Staff Members. All Staff Members will receive the benefit of superannuation in accordance with the applicable superannuation legislation in force at the time, or the rate set out in this clause, whichever is higher.

12.2 All Staff Members on Continuing or Fixed-Term contracts of employment will be paid superannuation as set out in the following table:

With effect from:	1 Jan 2018	1 Jan 2019	1 Jan 2020	1 Jan 2021
Increase:	12%	12%	13%	13.25%

12.3 Staff Members who have agreed on a higher rate of superannuation in the negotiation of their entitlements under their employment contract will receive that higher rate.

13 Parental Leave

13.1 Unpaid Parental Leave

13.1.1 An eligible Staff Member will be entitled to 12 months Unpaid Parental Leave in connection with the birth or placement (in the case of an adoption) of a child to a Staff Member, subject to:

- a) the Staff Member having completed 12 months of Continuous Service with the University immediately prior to commencement of the leave; and
- b) the Staff Member being the primary caregiver of that child for the duration of the leave.

13.1.2 A Staff Member must give at least 10 weeks written notice before starting Unpaid Parental Leave. The written notice must specify the intended start and end dates of the leave.

13.2 Paid Parental Leave

13.2.1 A Staff Member (other than a Casual Staff Member or Sessional Staff Member) will be entitled to up to 26 weeks Paid Parental Leave in connection with the birth or placement (in the case of an adoption of a child under 5 years of age) of a child, subject to:

- a) the Staff Member having completed 12 months of Continuous Service with the University immediately prior to commencement of the leave; and
- b) the Staff Member being the primary caregiver of that child for the duration of the leave.

The total entitlement period of parental leave, inclusive of both paid and unpaid leave shall not exceed 12 months.

13.2.2 By agreement between the Staff Member and the University, the 26 weeks Paid Parental Leave entitlement referred to in sub-clause 13.2.1 may be taken by the Staff Member for fifty-two weeks at half pay. The Staff Member's superannuation contributions during this period will continue on a pro-rata basis.

13.2.3 A Staff Member (other than a Casual Staff Member or Sessional Staff Member) who has 12 months Continuous Service with the University immediately prior to commencement of the leave, and will not be the primary caregiver for the duration of the leave, and plans to take concurrent parental leave with the primary caregiver, will be entitled to 2 weeks Paid Parental Leave at the time of birth or adoption.

13.2.4 A Staff Member must give at least 10 weeks written notice before starting Paid Parental Leave. The written notice must specify the intended start and end dates of the leave.

13.3 Entitlements and Obligations

13.3.1 In addition to the benefits and conditions provided for in this section, the provisions of the National Employment Standards related to Parental Leave will also apply.

- 13.3.2 Where a Staff Member is employed on a Fractional basis or their fraction has varied within 12 months of the Parental Leave beginning, the paid portion of the Parental Leave will be paid at the average fraction during the 12 month period prior to the commencement of the leave.
- 13.3.3 At least 4 weeks before the intended start date specified in the notice in sub-clause 13.1.2 the Staff Member must confirm the intended start and end date of the Paid Parental Leave or advise the University of any changes to the intended start and end dates of the Paid Parental Leave.
- 13.3.4 Where the Staff Member is only taking Unpaid Parental Leave then the Staff Member will provide notice in accordance with sub-clauses 13.1.2 and 13.3.3 unless it is not practicable for the Staff Member to do so.
- 13.3.5 A Staff Member may apply to work Part-Time for a defined period on return from parental leave. Any Part-Time work arrangement that is agreed will be recorded as a variation to the contract of employment between the University and the Staff Member.
- 13.3.6 Where a Staff Member has taken Paid Parental Leave and that Staff Member returns to work prior to the completion of the 26 week Paid Parental Leave period, unless otherwise agreed by the Vice Chancellor, the Staff Member's entitlement to Paid Parental Leave ceases on the date the Staff Member returns to work.
- 13.3.7 A Staff Member who does not return to work as a result of accepting alternate employment will be liable to return to the University any monies paid by the University in accordance with this clause.
- 13.3.8 A second or further entitlement to Paid Parental Leave is dependent upon a further 12 months Continuous Service upon return to work.
- 13.3.9 A Staff Member in Fixed-term Employment granted parental leave will cease to have an entitlement upon the date that their contract expires.

14 Long Service Leave

- 14.1 A Staff Member who has completed 10 years Continuous Service will be entitled to 13 weeks paid Long Service Leave. A Staff Member who has completed 7 years Continuous Service may apply to the Vice Chancellor to take up to 9 weeks pro rata Long Service Leave.
- 14.2 For every subsequent period of 5 years Continuous Service a Staff Member will be entitled to an additional 6.5 weeks Long Service Leave on full pay, which will accrue on a pro-rata basis. All Long Service Leave will normally be taken in minimum blocks of 4 weeks on full pay or 8 weeks on half pay.
- 14.3 Long Service Leave will be taken at a time mutually agreed between the University and the Staff Member, provided that a Staff Member who has qualified for Long Service Leave will be entitled to take leave at a time of their choosing, provided that at least twelve 12 months' written notice of such leave is given and, in the absence of such notice, the University consents.
- 14.4 A Staff Member who has accumulated 19 weeks Long Service Leave may be required, on 12 months written notice, to reduce their Long Service Leave balance to a balance of no greater than 6 weeks accrued Long Service Leave. Notwithstanding this, in exceptional circumstances, a staff member may request to defer this requirement to take Long Service Leave. An exceptional circumstance will include when a Staff Member has provided the University with notice of their retirement occurring within 5 years of the entitlement being accrued.
- 14.5 Upon application by a Staff Member, the University may allow a Staff Member to take:
- a) double the period of Long Service Leave on half pay; or
 - b) any portion of the Staff Member's long service leave entitlement on full pay or double such period on half pay.
- 14.6 Any Public Holidays occurring during the period in which a Staff Member is on Long Service Leave will not be treated as part of, and included in, the Staff Member's entitlement to Long Service Leave, and extra days in lieu thereof will be granted.

Pro rata Long Service Leave

- 14.7 A lump sum payment for the monetary equivalent of a Long Service Leave entitlement accrued in accordance with this clause, and for any pro rata Long Service Leave based on Continuous Service of a lesser period, will be made in accordance with the legislative provisions applicable to the Staff Member in the State in which they are employed.
- 14.8 A calculation of the amount due for Long Service Leave accrued and for pro rata Long Service Leave, will be made in accordance with the legislative provisions applicable to the Staff Member in the State in which they are employed. Such payment will not exceed the equivalent of twelve months' salary.

15 Other Leave

15.1 Annual Leave

- 15.1.1 A Staff Member will be entitled to 20 working days of annual leave for each 12 months of Full-Time service with the University (pro rata for a Part-Time Staff Member). Annual leave accrues progressively during a year of service according to a Staff Member's ordinary hours of work, and accumulates from year to year.
- 15.1.2 Where a Staff Member has accrued an amount which equals or exceeds 8 weeks (pro rata for a Part-Time Staff Member) of Annual Leave, the University will in the first instance try to reach agreement with the Staff Member to get their leave balance down to 8 weeks, or in the event that agreement cannot be reached, the University may direct the Staff Member to take leave in excess of 8 weeks provided that the University gives at least 4 weeks' notice of the requirement that the Staff Member takes this leave.
- 15.1.3 The University may direct a Staff Member to take up to 5 days of their Annual Leave if the University is shutting down for a period.

15.2 Annual Leave Loading

- 15.2.1 In addition to payment for Annual Leave, Staff Members will be entitled to an Annual Leave Loading equivalent to 17.5% of salary for the period of leave accrued.

15.3 Personal/Carer's Leave

- 15.3.1 For each year of Full-Time service with the University, a Full-Time Staff Member will be entitled to 10 days of Personal/Carer's Leave (pro rata for a Part-Time Staff Member).
- 15.3.2 Personal/Carer's Leave will accrue progressively during a year of service according to the Staff Member's ordinary hours of work, and accumulates from year to year.
- 15.3.3 A Staff Member may take paid Personal/Carer's Leave if the leave is taken:
- a) because of a personal illness or injury; or
 - b) to care for a member of their immediate family or household who suffers from a personal injury/illness, or is affected by an unexpected emergency.
- 15.3.4 When a Staff Member has exhausted their paid Personal/Carer's Leave, the Staff Member will be entitled to 2 days of unpaid Carer's Leave on each permissible occasion.
- 15.3.5 The Staff Member must give the University notice of the taking of Personal/Carer's Leave as soon as practicable, and must advise the period, or expected period, of leave.
- 15.3.6 The University may require the Staff Member to provide evidence of the need to access this leave.
- 15.3.7 Personal/Carer's Leave cannot be cashed out and will not be paid out if untaken when employment at the University ceases.

15.4 Compassionate Leave

15.4.1 Full-Time and Part-Time Staff Members will be entitled to 2 days of paid Compassionate Leave for each occasion where a member of the Staff Member's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

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

15.5 Jury Service Leave

15.5.1 A Staff Member (other than a Casual Staff Member or Sessional Staff Member) required to appear and serve as a juror in any court will be entitled to paid leave less any monies received from the Court for the period during which the Staff Member is required at Court.

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

15.6 Community Service Leave

15.6.1 A Staff Member who engages in an eligible community service activity is entitled to be absent on unpaid leave from the University for a period if:

- a) the period consists of one or more of the following:
 - i) time when the Staff Member engages in the activity;
 - ii) reasonable travelling time associated with the activity;
 - iii) reasonable rest time immediately following the activity; and
- b) the absence is reasonable in all the circumstances.

15.7 Study Leave

15.7.1 On application, Staff Members (other than Casual Staff Member or Sessional Staff Members) are entitled to the following leave in relation to courses of study approved by the University.

15.7.2 Full-Time Staff Members are entitled to up to 4 hours paid Study Leave per week (which includes travel time). Staff Members who are not employed Full-Time will be entitled to a proportional pro rata amount of Study Leave.

15.7.3 Staff Members are also entitled to paid Study Leave for half a day for each exam.

- 15.7.4 Any entitlement to leave referred to in this sub-clause that is not taken does not accumulate.
- 15.7.5 With prior agreement from the University, Study Leave may be used in a block of up to 10 consecutive days per year (for example, to study intensively).

15.8 Extended Study Leave for Academic Staff

- 15.8.1 After 6 years of service, Academic Staff Members (other than Sessional Staff Members) are entitled to request Extended Study Leave for up to 6 months.
- 15.8.2 The granting of Extended Study Leave will be at the absolute discretion of the University.
- 15.8.3 Any Extended Study Leave taken must be for a defined professional project with discernible outcomes agreed between the Academic Staff Member and the University.
- 15.8.4 Having taken an initial period of Extended Study Leave, an Academic Staff Member becomes entitled to request 6 months of Extended Study Leave after each additional 4 years of service with the University.
- 15.8.5 Any entitlement to request Extended Study Leave that is not taken within 12 months of being granted will not accumulate.

15.9 Professional Development Leave

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

15.10 Special Leave

Leave for Domestic Violence

- 15.10.1 The University recognises that Staff Members may experience situations of violence and abuse in their domestic life which impact on their attendance or performance at work. In accordance with its Objects and its commitment to pastoral care for Staff Members, the University will provide the entitlements set out in Clause 15.10.2.
- 15.10.2 Full-Time and Part-Time Staff Members experiencing domestic violence will be entitled to 10 days of Special Leave (pro rata for a Part-Time Staff Member), including for the purposes of:
- a) Attending medical or counselling appointments;
 - b) Relocation and making safety arrangements;
 - c) Attending court or mediation hearings;
 - d) Attending police appointments;
 - e) Attending appointments with lawyers or other advisors; and

f) Organising alternative care and educational arrangements for children.

15.10.3 In respect of the leave approval requirements, as an alternative to their supervisor, Staff Members may choose to apply directly to the Staffing Office for Special Leave in these circumstances.

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

Leave for Defence Force Activities

15.10.5 A Full-Time Staff Member who serves in the Australian Defence Force Reserves is entitled to 10 days of Special Leave in each calendar year to attend routine defence training or defence service activities, subject to the operational requirements of the University.

15.10.6 A further 12 weeks of Special Leave will also be granted to a Full-Time Staff Member, subject to a successful application to the Federal Government's Employer Support Payment Scheme (as may be in force from time to time).

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

15.11 Cultural and Ceremonial Leave

15.11.1 Aboriginal & Torres Strait Islander Staff Members (other than casual and sessional staff members) will be entitled to a maximum of 3 working days per calendar year of paid Cultural and Ceremonial Leave.

15.11.2 Cultural and Ceremonial Leave will only be granted where the staff member has an obligation to attend cultural and ceremonial events; which may include initiation, birthing and naming, funerals and smoking or cleansing and sacred site or land ceremonies.

15.11.3 Reasonable evidence or a statutory declaration in support of a claim for leave under this clause may be requested.

15.11.4 Eligible staff members should consult with their Manager/Supervisor on the nature and length of the leave required. As an alternative to their supervisor, eligible Staff Members may choose to apply directly to the People and Culture Team for Leave in these circumstances.

15.11.5 Part-time staff and staff engaged on a fixed term contract of less than 12 months shall receive a pro rata entitlement.

15.11.6 The unused component of the leave shall not be paid out on termination and will be non-cumulative from year to year.

16 Public Holidays

16.1 Staff Members will not normally be required to work on the Public Holidays observed under this Agreement, where such days are observed in the place where the Staff Member is based for work purposes.

16.2 Prescribed Public Holidays

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

16.3 Working on Public Holidays

The University may request a Staff Member to work on a Public Holiday if the request is reasonable. A Staff Member may refuse such a request if the requirement is not reasonable or if the refusal is reasonable. Where a Staff Member other than a Casual Staff Member works on a Public Holiday, the Staff Member will be provided with 2 days off in lieu, or alternatively, will receive a payment in accordance with paragraph 10.2.6 (d).

17 Termination of Employment

17.1 Grounds for Termination of Employment

A Staff Member's employment with the University (except for Casual Staff Members and Sessional Staff Members and in accordance with sub-clauses 17.4, 17.6 and 17.7 below) may only be terminated at the initiative of the University on the following grounds:

- a) through operational requirements leading to redundancy in accordance with the provisions of clause 19 – Redundancy, provided that this sub-clause does not apply to a Fixed-Term Staff Member;
- b) as a result of serious misconduct in accordance with clause 24 – Managing Misconduct;
- c) as a result of unsatisfactory performance in accordance with the provisions of clause 23 – Managing Unsatisfactory Performance;
- d) during or at the end of a probationary period in accordance with the provisions of clause 8.7 – Probation; or
- e) due to an incapacity on medical grounds in accordance with clause 25 – Termination on the Grounds of Ill-health.

17.2 Notice of Resignation

17.2.1 A Staff Member (other than a Casual Staff Member or a Sessional Staff Member) must give the University the period of notice of resignation specified in his or her contract of employment, or at least 2 weeks notice, whichever is greater. A shorter period of notice may be agreed by the University where this can be done without an adverse effect on University operations and meeting teaching and research commitments.

17.2.2 If the Staff Member fails to work for the duration of his or her notice period, the Staff Member will forfeit an equivalent amount of salary, unless otherwise agreed by the University and the Staff Member.

17.2.3 Where a Staff Member resigns before completing 3 years service or the agreed term of a Fixed-Term appointment of less than 3 years, a pro rata refund of the cost of travel and removal expenses made upon appointment may be required.

17.3 Notice of Termination of Employment

Where a Staff Member's employment is terminated for unsatisfactory performance or redundancy, (in accordance with the relevant provisions of sub-clause 17.1), the following minimum notice periods or payment in lieu of notice will apply:

Academic Staff Member's period of Continuous Service with the Employer at the end of the day the notice is given	Period	General Staff Member's period of Continuous Service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	2 weeks	Not more than 1 year	1 week
More than 1 year but not more than 3 years	4 weeks	More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	6 weeks	More than 3 years but not more than 5 years	3 weeks
More 5 years	8 weeks	More 5 years	4 weeks

If a Staff Member is over 45 years old at the end of the day the notice is given and has completed at least 2 years of Continuous Service, the period of notice set out in the table above will be increased by 1 week for each period.

17.4 Probation

17.4.1 Where a Staff Member's probationary appointment is to be terminated in accordance with Clause 8, the University will give:

- a) not less than 2 weeks written notice or payment in lieu of notice for a General Staff Member; or
- b) not less than 4 weeks written notice or payment in lieu of notice for an Academic Staff Member.

17.5 Serious Misconduct

17.5.1 Where the University terminates the employment of a Staff Member on the grounds of Serious Misconduct, no notice period will be required to be given by the University.

17.6 Casual and Sessional Employment

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

17.7 Fixed-Term Contracts

17.7.1 A Fixed-Term contract of employment of the kind referred to in sub-clause 8.4.1 a) that is based upon a contingency, will automatically come to an end when the funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students, ceases or is insufficient, such that the specified task or project is no longer required.

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

17.7.3 In addition to the grounds set out in subclause 17.1 (b) - 17.1 (e), a Maximum Term Leadership contract set out in subclause 8.4.1 j) may be terminated by the University by the provision of:

- a) three months' notice in writing where the Staff Member is returning to the existing or substantive position held prior to the leadership appointment as Dean or Associate Dean;
or
- b) six months' notice in writing in all other cases.

18 Consultation Regarding Major Workplace Change and Changes to the Regular Roster or Ordinary Hours of Staff Members

18.1 This clause applies if the University has made a definite decision to introduce a:

- a) major change to production, program, organisation, structure, or technology in relation to the University which will cause potential redundancies or job losses, and the major change is likely to have a significant effect on Staff Members of the University; or
- b) change to the regular roster or ordinary hours of work of Staff Members.

Major Workplace Change

18.2 The University must as soon as practicable notify the relevant Staff Member(s) and the Union of the decision to introduce the major change.

18.3 If:

- a) a relevant Staff Member appoints, or relevant Staff Members appoint, a representative for the purposes of consultation; and
- b) the Staff Member or Staff Members advise the University of the identity of the representative;

the University must recognise the representative.

18.4 As soon as is practicable after making its decision, the University must:

- a) discuss with the relevant Staff Members (and a representative if one has been appointed by the relevant Staff Members) and the Union:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the Staff Members; and
 - iii) measures the University is taking to avert or mitigate the adverse effects of the change on Staff Members; and
- b) for the purposes of the discussion the University must provide, in writing, to the relevant Staff Members, the representative and the Union:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the Staff Members; and
 - iii) any other matters likely to affect the Staff Members.

18.5 The University is not required to disclose confidential or commercially sensitive information to the relevant Staff Members, the representative or the Union.

- 18.6 The University must give prompt and genuine consideration to matters raised about the major change by the relevant Staff Members, the representative and the Union.
- 18.7 In this clause, a major change is likely to have a significant effect on Staff Members if it results in:
- a) significant change to the composition, operation or size of the University's workforce or to the skills required of Staff Members; or
 - b) the elimination or diminution of job opportunities (including opportunities for promotion or Continuing Employment); or
 - c) the significant alteration of work hours; or
 - d) the significant alternation of hours or the pattern of hours of work of Staff Members; or
 - e) the need for significant skills retraining or relocation of Staff Members to another workplace; or
 - f) the restructuring of jobs.
- 18.8 In this clause, "relevant Staff Members" means the Staff Members who are directly affected by the major change.

Change to Regular Roster or Ordinary Hours of Work

- 18.9 The University must as soon as practicable notify the relevant Staff Members and the Union of the decision to introduce the change.
- 18.10 The relevant Staff Members may appoint a representative for the purposes of the procedures in this clause.
- 18.11 If:
- a) a relevant Staff Member appoints, or relevant Staff Members appoint, a representative for the purposes of consultation; and
 - b) the Staff Member or Staff Members advise the University of the identity of the representative;
- the University must recognise the representative.
- 18.12 As soon as practicable after making its decision, the University must:
- a) discuss with the relevant Staff Members (and a representative if one has been appointed by the relevant Staff Members) and the Union, the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant Staff Members:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the University reasonably believes will be the effects of the change on the Staff Members; and
 - (iii) information about any other matters that the University reasonably believes are likely to affect the Staff Members; and
- c) invite the relevant Staff Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

18.13 However, the University is not required to disclose confidential or commercially sensitive information to the relevant Staff Members.

18.14 The University must give prompt and genuine consideration to matters raised about the change by the relevant Staff Members.

18.15 In this term “relevant Staff Members” means the Staff Members who may be affected by a change referred to in sub-clause 18.1(b).

19 Redundancy

- 19.1 Where employment is terminated due to redundancy, Staff Members (excluding Casual Staff Members and Sessional Staff Members) will be entitled to notice of termination in accordance with clause 17.3.
- 19.2 While working during the final four weeks (or such lesser period if provided for under this Agreement) of their notice period referred to in 19.1, a Staff Member will have access to:
- suitable outplacement support;
 - suitable time without loss of pay to attend job search activities; and
 - where agreed by the University, a program of retraining.
- 19.3 In addition Staff Members (excluding Casual Staff Members and Sessional Staff Members) will also be entitled to a payment of 2 weeks additional severance payment per completed year of service.
- 19.4 General Staff Members (excluding Casual Staff Members) will also be entitled to additional redundancy pay in accordance with the table below at the base rate of pay for their ordinary hours of work:

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

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

Period of Continuous Service	Severance Pay
Less than 1 year	0 weeks
At least 1 year but less than 2 years	6 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	13 weeks

At least 7 years but less than 8 years	15 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	22 weeks

19.6 The total possible payment (including notice of termination) that a Staff Member will be entitled to under this clause combined will not exceed 60 weeks payment.

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

19.7.1 This sub-clause applies if:

- a) a Staff Member is entitled to be paid an amount of redundancy pay by the University in accordance with sub-clauses 19.3 – 19.6; and
- b) the University:
 - i) obtains other acceptable employment for the Staff Member; or
 - ii) cannot pay the amount.

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

19.7.3 The amount of redundancy pay to which the Staff Member is entitled is the reduced amount specified in the determination.

20 Workplace Bullying

- 20.1 Workplace Bullying is defined as repeated inappropriate behaviour directed towards a Staff Member, or group of Staff Members, that creates a risk to health and safety. It does not include reasonable management action or practices.
- 20.2 A workplace situation may be identified as Workplace Bullying if a Staff Member, or group of Staff Members, are repeatedly and unreasonably: harmed, intimidated, threatened, victimized, undermined, offended, degraded or humiliated, whether alone or in front of other Staff Members, students, or visitors to the University.
- 20.3 The University acknowledges that all Staff Members have the right to dignity at work in an environment free from Workplace Bullying, and is committed to investigating and eliminating any reported instances of Workplace Bullying.
- 20.4 The University encourages all Staff Members to report any instances of Workplace Bullying.
- 20.5 During the life of this Agreement, the University will develop and maintain a policy dealing with Workplace Bullying. Such a policy will not preclude a Staff Member from lodging a grievance under Clause 21. Grievance Procedures.

21 Grievance Procedures

21.1 Definition and Scope

- 21.1.1 “**Grievance**” will include any type of problem, concern or complaint that relates to work, the workplace or the work environment. A grievance can be brought about by any act, behaviour, omission, situation or decision that has occurred and which a Staff Member perceives to be unfair or unjustified.
- 21.1.2 This clause 21 will not apply in relation to any matter covered by a separate review process under this Agreement or any matter in relation to which there is an existing avenue for appeal against a decision of the University.

21.2 Policy

- 21.2.1 The University will maintain a grievance resolution policy which can be accessed by Staff Members.
- 21.2.2 In dealing with a grievance the University will ensure that:
- a) a Staff Member raising a grievance receives a fair hearing and the principles of natural justice are observed; and
 - b) the interests of all parties are given proper consideration.

21.3 Grievance Resolution Process

Local Resolution

- 21.3.1 If a Staff Member has a grievance, it should be dealt with locally, speedily and confidentially. The aggrieved Staff Member should in the first instance attempt to resolve the grievance with the person concerned.
- 21.3.2 If the Staff Member is unable to resolve the grievance with the person concerned, the Staff Member must seek assistance from their local supervisor or line manager.
- 21.3.3 If resolution is not achieved with the assistance of the local supervisor or line manager, or if the grievance relates to the Staff Member’s local supervisor or line manager, the Staff Member must seek assistance from the next most senior staff member in the line of management responsibility.

Formal Grievance

- 21.3.4 Where an attempt at a local resolution of the grievance has occurred but failed or where the circumstances make resolution at the local level impracticable, the Staff Member may lodge a Formal Grievance with the Vice Chancellor. The Vice Chancellor will nominate a Senior Staff Member to manage the resolution process.
- 21.3.5 The Senior Staff Member will, within 7 working days of receipt of details of the formal grievance, or as otherwise agreed, arrange a conference of the parties to the grievance (including, where

requested by the Staff Member, the Staff Member's Support Person and the Staff Member's supervisor).

- 21.3.6 If the grievance cannot be resolved at the conference, the Senior Staff Member may attempt to resolve the grievance through investigation and conciliation.
- 21.3.7 If a resolution cannot be reached, the Senior Staff Member will provide the parties with a proposed resolution, including reasons for the resolution, in writing. Each party must either accept or decline the resolution within 5 working days of receipt.
- 21.3.8 If all parties accept the resolution, the agreed course of action will be implemented immediately. If the proposed resolution is not accepted, the Senior Staff Member will notify the parties of the failure to reach a resolution and refer the Grievance to the Vice Chancellor.

Referral to Vice Chancellor for Determination

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

22 Dispute Resolution Procedures

- 22.1 The Parties agree that:
- a) all Staff Members, their representatives and the University have an interest in the proper application of this Agreement; and
 - b) all Staff Members, their representatives and the University will use their best endeavours to ensure that disputes are managed and resolved in a timely manner at the workplace level.
- 22.2 Where a dispute relates to a matter arising under this Agreement or the National Employment Standards, the dispute resolution procedures set out in this clause 22 will apply.
- 22.3 A Staff Member who is a party to a dispute may appoint their Union or other representative to accompany or represent them, or both, for the purposes of resolving the dispute. The Staff Member's Union or other representative may address dispute matters with the University on behalf of the Staff Member, without the Staff Member being present.
- 22.4 The University, the Union or a Staff Member may raise a dispute in accordance with this clause 22 by providing notice of the dispute with the other party in writing setting out the particulars and circumstances of the dispute. The party that first raises the dispute will be referred to in this clause 22 as the "Initiating Party".
- 22.5 The dispute must first be discussed between the Initiating Party, and/or (where relevant) her/his representative, supervisor or other appropriate Staff Member or Senior Staff Member or the Union within 5 working days of the dispute being notified to the relevant party. All parties must use their best endeavours to resolve the dispute.
- 22.6 If, following the discussions set out in sub-clause 22.5, the dispute cannot be resolved, the Initiating Party may refer the dispute in writing to an appropriate Senior Staff Member. The Senior Staff Member will use their best endeavours to resolve the dispute within 5 working days of their receipt of the referral or such other time as may be agreed between the parties.
- 22.7 If, following referral in sub-clause 6, the dispute cannot be resolved, either party to the dispute may refer the matter in dispute to Fair Work Australia. The party referring the dispute to Fair Work Australia will notify the Union.
- 22.8 Fair Work Australia may resolve the dispute by conciliation or arbitration or both. Each of the University, the Union and Staff Member agree to be bound by and implement any order, decision or recommendation of Fair Work Australia, subject to any existing right of appeal.
- 22.9 Except where a genuine safety issue is involved, while the dispute resolution processes in this clause 22 are being applied, the Staff Member will continue to perform their work and undertake their duties normally. Neither party to the dispute will take any action or implement any change that is likely to exacerbate the dispute.

23 Managing Unsatisfactory Performance

23.1 Definition and Scope

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

23.2 Management

23.2.1 The University will manage unsatisfactory performance by a Staff Member in accordance with this clause with the exception that clause 23 will not apply in relation to unsatisfactory performance by a Casual Staff Member or a Sessional Staff Member or a Staff Member during their period of probation. Performance issues with a Staff Member on probation will be dealt with in accordance with sub-clause 8.7 – Probation.

23.2.2 In dealing with unsatisfactory performance by a Staff Member the University will ensure that:

- a) the Staff Member is afforded substantive and procedural fairness; and
- b) the Staff Member is given the appropriate opportunity and assistance to improve their performance.

23.3 Process

Formal Meeting

23.3.1 Where a Staff Member’s supervisor considers that the Staff Member’s performance is unsatisfactory and informal attempts have not resolved the performance concerns, the supervisor will provide the Staff Member with:

- a) written advice of the performance concerns, including specific examples;
- b) written advice regarding the nature of the improvement required;
- c) a copy of this Clause (Clause 23) and the Policy: Managing Unsatisfactory Performance;
- d) notice of a suitable time to formally meet to discuss their unsatisfactory performance, which will be no more than 7 working days from the date of the written advice of performance concerns.

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

23.3.3 The supervisor may request a member of the Staffing Office to be in attendance at the meeting.

Opportunity to respond

23.3.4 At the formal meeting, the Staff Member will be given the opportunity to respond to each performance concern. Where a staff member feels they are unable to adequately respond to the

performance concerns during the meeting or requests time to consider their response, they may provide a written response to the supervisor within 5 working days of the meeting.

23.3.5 The supervisor will then consider the responses of the Staff Member, and any reasons or explanations put forward by the staff member.

No further action

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

Performance Improvement Plan

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

23.3.8 The PIP will:

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

23.3.9 A copy of the PIP will be provided to the Staff Member.

23.3.10 The Staff Member will undertake all reasonable measures to achieve the required standard of performance in accordance with the PIP.

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

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

23.3.13 The supervisor may request a member of the Staffing Office to be in attendance at the review meetings.

23.3.14 Following the completion of the specified Review Period in the PIP, the supervisor will meet with the Staff Member and inform them that:

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

23.3.15 Where the supervisor is of the view that there has not been enough improvement, but believes the Staff Member is willing to take steps to improve their performance, a further specified review period will be implemented and the steps set out in clauses 23.3.11 to 23.3.14 will be repeated.

23.3.16 Where the supervisor is of the view that the unsatisfactory performance is unlikely to be resolved, the supervisor must refer the matter to the supervisor's senior manager. If the supervisor's senior manager considers that the unsatisfactory performance is unlikely to be resolved, the senior manager must notify the Staff member in writing that they intend to refer the matter to the Vice Chancellor for further action in accordance with clause 23.4.

23.4 Referral to Vice Chancellor for Review by Senior Staff Member

23.4.1 Where the matter has been referred to the Vice Chancellor under clause 23.3.16, the Vice Chancellor will nominate a Senior Staff Member to handle the matter.

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

- a) that appropriate steps were taken to draw the attention of the Staff Member to the deficiencies identified in their performance;
- b) that the improvements required of the Staff Member were reasonable;
- c) that adequate opportunity was given to the Staff Member to respond to the performance concerns;
- d) that a reasonable period of time was afforded to the Staff Member to remedy the deficiencies identified in their performance; and
- e) that any response to requests from the Staff Member for support, training and/or assistance was reasonable.

23.4.3 Once the Senior Staff Member has reviewed the matter, they will provide a written report to the Vice Chancellor including:

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

23.4.4 The Senior Staff Member will notify the Staff Member in writing:

- a) of the nature of their findings;
- b) of the recommendation to the Vice Chancellor that they have made in relation to any disciplinary action to be taken against the Staff Member as a result of the findings; and

- c) that if the Staff Member wishes to appeal the findings or recommendations of the Senior Staff Member, they must, within 5 working days, advise the Vice Chancellor in writing.
- 23.4.5 If the Staff Member does not appeal the recommendation of the Senior Staff Member in accordance with subclause 23.4.4(c), the Vice Chancellor will as soon as practicable provide notice to the Staff Member, in writing of:
- a) the Vice Chancellor's decision; and
 - b) any disciplinary action that will be taken against the Staff Member.
- 23.4.6 In the event that a Staff Member's employment is terminated as a result of unsatisfactory performance, they will be entitled to notice or payment in lieu thereof in accordance with clause 17 of this Agreement.
- 23.4.7 The action of the Vice Chancellor under sub clause 23.4.5 will be final, except to the extent that any tribunal or court can determine the matter.

23.5 Staff Review Committee

- 23.5.1 In the event that the Staff Member notifies the Vice Chancellor within 5 working days that they wish to appeal the findings or recommendations of the Senior Staff Member, the Vice Chancellor will refer the appeal to a Staff Review Committee convened for this purpose.
- 23.5.2 In conducting its review, the Staff Review Committee will consider whether:
- a) all steps of the process outlined in this clause have been complied with;
 - b) the performance of the Staff Member was unsatisfactory;
 - c) appropriate steps were taken to bring the unsatisfactory nature of performance to the attention of the Staff Member;
 - d) due and proper consideration was given to the Staff Member's response;
 - e) reasonable time, opportunity and resources were made available to the Staff Member to enable them to remedy their performance;
 - f) there was appropriate consultation with the Staff Member's colleagues, where requested;
 - g) the decision of the Senior Staff Member was reasonable in the circumstances; and
 - h) the disciplinary action recommended by the Senior Staff Member was reasonable in the circumstances.
- 23.5.3 In conducting its investigation, the Staff Review Committee will:
- a) be able to hear any person or receive any materials it sees fit to assist in its deliberation;
 - b) allow the Staff Member to be represented in the matter if they so choose;

- c) ensure that the Staff Member (or their representative if they so choose) has the right to make submissions and to present and challenge evidence; and
- d) at its discretion, allow any other person the Staff Review Committee wishes to hear from (or their representative) the right to make submissions and to present and challenge evidence.

23.5.4 The Staff Review Committee will provide a written report to the Vice Chancellor.

23.6 Vice Chancellor's Decision

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

- a) of the Vice Chancellor's decision; and
- b) of any disciplinary action that will be taken against the Staff Member.

23.6.2 In the event that a Staff Member's employment is terminated as a result of unsatisfactory performance, they will be entitled to notice or payment in lieu thereof in accordance with clause 17 of this Agreement.

23.6.3 The action of the Vice Chancellor under sub-clause 23.6.1 will be final, except to the extent that any tribunal or court can determine the matter.

23.7 Records

23.7.1 Documentation relating to the formal process of resolving unsatisfactory performance as set out in clauses 23.3 to 23.6 will be placed on the Staff Member's personnel file. Such documentation may include records of meetings, discussions with witnesses, responses, correspondence and considerations relevant to the alleged unsatisfactory performance.

24 Managing Misconduct

24.1 Definitions and Scope

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

24.1.2 Allegations of misconduct or serious misconduct will not be treated as a grievance under clause 21 of this Agreement.

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

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

24.1.5 Serious misconduct means:

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

24.2 Policy

24.2.1 The University will maintain a policy for dealing with allegations of misconduct against Staff Members which can be accessed by Staff Members.

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

- a) the Staff Member against whom a complaint of misconduct is made is afforded substantive and procedural fairness;
- b) the interests of all parties are given full consideration; and
- c) the matter is dealt with confidentially and in a timely manner.

24.3 Process

Allegation of Misconduct

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

Local Level Management

24.3.2 Where appropriate, the Dean or Executive Director may deal with the allegation at the local level through an initial enquiry into the matter and resolution using appropriate interventions, including but not limited to counselling, mediation and training.

24.3.3 Where the Dean or Executive Director considers that it is appropriate to deal with the allegation at the local level he or she will advise the Staff Member of the allegations in sufficient detail (where possible) to enable the Staff Member to understand, properly consider and respond to the allegations.

24.3.4 Where the Dean or Executive Director determines that a meeting is required to discuss the allegations, the Dean or Executive Director will schedule a meeting with the Staff Member, at which the Staff Member may bring a support person, who may be a Union representative.

24.3.5 The Dean or Executive Director must provide the Staff Member with a copy of this Clause 24 of the Agreement and a copy of the University's Policy: Managing Misconduct.

Referral to Vice Chancellor

24.3.6 Where the Dean or Executive Director:

- a) is unable to resolve the allegation at the local level; or
- b) is of the view that it is not appropriate to deal with the allegation at the local level; or
- c) perceives a conflict of interest on their part in dealing with the matter; or
- d) considers it be in the best interests of all parties;

they will refer the complaint to the Vice Chancellor.

Formal Investigation

24.3.7 The Vice Chancellor will appoint an Investigating Officer (**Investigating Officer**) to deal with the allegation/s.

24.3.8 The Investigating Officer will write to the Staff Member against whom the allegation/s has been made within 5 working days of the allegation/s being made, to advise the Staff Member:

- a) of the allegation/s made against the Staff Member in sufficient detail (where possible) to enable the Staff Member to understand and to properly consider and respond to the allegation/s;
- b) that the Investigating Officer has been appointed by the Vice Chancellor to conduct an investigation into the allegation/s in accordance with sub-clause 24.3.7; and
- c) of arrangements for a meeting between the Staff Member and the Investigating Officer to give the Staff Member the opportunity to respond to the allegation/s.

24.3.9 Where a Staff Member is required to attend a meeting under this clause, they will be entitled to have a Support Person present, who may be a Union representative.

24.3.10 The Staff Member will be provided with a copy of this clause 24 of the Agreement and a copy of the University's Policy: Managing Misconduct.

Staff Member's Response to Allegation/s

24.3.11 Where the Staff Member admits the allegation/s in full, the Investigating Officer may:

- a) advise the Vice Chancellor; and
- b) recommend to the Vice Chancellor the appropriate disciplinary action to be taken against the Staff Member.

24.3.12 A Staff Member who admits the allegation/s in full is only entitled to appeal the disciplinary action proposed.

Suspension With or Without Pay Pending Outcome of Investigation

24.3.13 If at any time, the Investigating Officer is of the view that the allegation/s would, if substantiated, constitute serious misconduct, the Investigating Officer may recommend to the Vice Chancellor that the Staff Member be suspended from their employment with or without pay pending the outcome of the investigation.

24.3.14 The Vice Chancellor may suspend the Staff Member with or without pay pending investigation.

24.3.15 A Staff Member will be advised of any decision to suspend the Staff Member in accordance with sub-clause 24.3.13 as soon as practicable after the decision is made.

24.3.16 Where a Staff Member is suspended without pay, any lost income will be reimbursed if it is found that there was no serious misconduct.

24.3.17 In the event that the Staff Member is suspended without pay, he or she may apply to take leave on the grounds of financial hardship to the Vice Chancellor. Any decision will be at the absolute discretion of the Vice Chancellor.

Conduct of Investigation

24.3.18 The Investigating Officer must gather all available information in relation to the alleged misconduct, including interviewing any person/s involved. The Staff Member to whom the allegation/s relate will be provided with no less than 7 working days to prepare a response to any allegation/s.

24.3.19 The Investigating Officer will prepare a report which must:

- a) state their findings of fact concerning the allegation/s referred for investigation;
- b) state the basis for those findings of fact;
- c) state whether or not, in their view, the allegation/s of misconduct have been substantiated;
- d) identify any relevant mitigating circumstances arising from the investigation; and
- e) make a recommendation to the Vice Chancellor as to what disciplinary action, if any, will be taken against the Staff Member.

24.3.20 The disciplinary action that may be recommended to the Vice Chancellor may include, but is not limited to:

- a) providing the Staff Member with a written warning;
- b) requiring the Staff Member to undertake counselling or training; or
- c) where serious misconduct has been substantiated, terminating the employment of the Staff Member, with or without notice depending on the circumstances.

24.3.21 The Investigating Officer will provide a copy of the report to the Vice Chancellor and the Staff Member.

24.3.22 The Investigating Officer will advise the Staff Member that he or she has the right to appeal the findings and/or recommendations of the Investigating Officer and that the Staff Member must lodge an appeal with the Vice Chancellor, in writing, within 5 working days of receipt of the Investigating Officer's report.

24.3.23 If the Staff Member does not lodge an appeal with the Vice Chancellor within the timeframe set out in sub-clause 24.3.22, the Vice Chancellor may make a decision on the basis of the report as to any disciplinary action to be taken and that decision will be final, except to the extent that any tribunal or court can determine the matter.

24.3.24 If the Staff Member does not lodge an appeal with the Vice Chancellor, where appropriate, the complainant will be notified of the Vice Chancellor's decision.

24.4 Appeal

24.4.1 In the event that the Staff Member lodges an appeal of the findings or recommendations as to disciplinary action of the Investigating Officer in accordance with clause 24.3.22, the Vice Chancellor will refer the matter to a Staff Review Committee convened for this purpose.

24.4.2 In conducting its review, the Staff Review Committee will:

- a) investigate the evidence, and the Investigating Officer's report;
- b) ensure that the Staff Member has had adequate opportunity to answer allegations;
- c) take into account all materials it believes appropriate to establish facts in dispute;
- d) be able to hear any person or receive any materials it sees fit to assist in its deliberations;
- e) allow the staff member, if they so choose, to be represented in the matter;
- f) ensure that the Staff Member or their representative has the right to make submissions, provide relevant witnesses and to present and challenge evidence; and
- g) in its discretion, allow any other person the Staff Review Committee wishes to hear from (or their representative) the right to make submissions and to present and challenge evidence.

24.4.3 The Staff Review Committee will provide a written report to the Vice Chancellor setting out:

- a) their findings of fact concerning the allegation/s referred for investigation;
- b) the basis for those findings of fact;
- c) whether or not, in their view, the allegation/s of misconduct have been substantiated;
- d) any relevant mitigating circumstances arising from the investigation;
- e) what disciplinary action, if any, should be taken against the Staff Member; and
- f) where a suspension without pay has been imposed, whether, and on what grounds, back-payment should be made.

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

- a) of the Vice Chancellor's decision;
- b) of any disciplinary action that will be taken against the Staff Member; and
- c) where a suspension without pay has been imposed, whether back-payment will be made.

24.4.5 The action of the Vice Chancellor under sub-clause 24.4.4 will be final, except to the extent that any tribunal or court can determine the matter.

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

24.5 Records

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

24.6 Academic Freedom

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

25 Termination of Employment on the Grounds of Ill-Health

25.1 Application

Nothing in this Clause is intended to preclude a Staff Member from initiating separation from employment on medical grounds or from applying to their superannuation fund for ill-health retirement or temporary disability benefit.

25.2 Medical Examination

25.2.1 The University may require, in writing, any Staff Member whose capacity to perform the duties of their office is in doubt to undergo a medical examination by a medical practitioner nominated by the University. The cost of the medical examination will be the responsibility of the University.

25.2.2 The University will provide the Staff Member with written notice of 1 month or sooner if agreed, that a medical examination is required.

25.3 Superannuation Application

25.3.1 Where the Staff Member elects to apply to their superannuation fund, prior to the expiry of the period of notice for ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub-clause 25.2 will be suspended pending the outcome of the Staff Member's application to the superannuation fund.

25.3.2 If the medical examination reveals that the Staff Member is unable to perform their duties and is unlikely to be able to resume them within the next 12 months, the University may terminate the employment of the Staff Member in accordance with the notice required by the Staff Member's contract of employment, or where no notice is specified, a period of 6 months.

25.3.3 Prior to taking action to terminate the employment of a Staff Member, the University may offer the Staff Member the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.

25.3.4 In making an assessment as to whether or not a Staff Member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner will as far as possible apply the same standards as are used by the Staff Member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

25.4 The Medical Report

25.4.1 A copy of the medical report made by the medical practitioner will be made available to the Vice Chancellor and to the Staff Member.

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

26 Staff Representation and Consultation

- 26.1 A Joint Consultative Committee (JCC) will be established to consult with and advise the University in relation to the issues covered in this clause.
- 26.2 The JCC will be comprised of:
- a) one Academic Staff Member and one General Staff Member elected by and from the Staff Members; and
 - b) one Academic Staff Member and one General Staff Member nominated by the NTEU; and
 - c) three Staff Members or Senior Staff Members (made up of both Academic Staff members and General Staff members) nominated by the University.
- 26.3 Once appointed, the members of the JCC will serve on this committee for the life of this Agreement. If a member leaves the University before this time, they will be replaced by either election or appointment, whichever is appropriate.
- 26.4 The role of the JCC is to facilitate consultation between the Parties by:
- a) monitoring and providing advice on the implementation of this Agreement;
 - b) receiving and considering reports as determined by the terms of this Agreement
 - c) advising on impending redundancies;
 - d) monitoring the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement;
 - e) ensuring consultation occurs prior to decision making on matters which impact on the working lives of Staff Members; and
 - f) increasing the quality of working life for all Staff Members, particularly in the areas of employment security, job design, skill formation, training and the working environment (both physical and mental).
- 26.5 The JCC will meet at least four times per year, and the above matters will remain standing items for discussion at each meeting.
- 26.6 Staff Members appointed to the JCC will be provided with appropriate time release to attend meetings and perform JCC functions and duties.

27 Workloads

27.1 Academic Workloads

Academic Workloads Model

- 27.1.1 The objectives of this subclause include ensuring that academic workloads are equitable, transparent, reasonable, manageable, without risk to health and safety, and take into account family and carer responsibilities
- 27.1.2 The Parties recognise that the University is currently developing and undertaking consultation in relation to a proposed academic workloads model; and the model will be finalised in 2020 for implementation prior to the start of Semester 1 2021. The University will continue to develop and progress an appropriate academic workloads model and will report its progress to the Joint Consultative Committee.

Academic Work

- 27.1.3 Academic work at the University embraces research, teaching, pastoral care, leadership, and professional and community service. All Academic Staff Members should have adequate and appropriate opportunities to perform in all these areas; having regard to whether they hold an academic role of either a Teacher Scholar, Teaching and Research Scholar, or Research Scholar.
- 27.1.4 Academic workload is a combination of assigned and non-assigned work. The assigned proportion of an Academic Staff Member's work shall include, for example, teaching and preparation for teaching, assessment, pastoral care, student consultation, supervision and the necessary administrative work associated with teaching and research in a collegial environment. Non-assigned work consists of work which is not specifically assigned, but which contributes to meeting performance standards.
- 27.1.5 It is the responsibility of an Academic Staff Member to manage that part of academic work and time which is not assigned in a way that is consistent with the Objects of the University and the strategic plan, operational priorities and requirements of their particular area of academia. The Academic Staff Member shall be accountable for both the assigned and non-assigned parts of their academic work.

General principles of Academic Work allocation

- 27.1.6 The allocation of an Academic Staff Member's work should be considered by both the Academic Staff Member and their Dean as part of any Academic Staff Member's review of their career development plan. An academic staff member's workload will be allocated by the Dean

of the School in consultation with the staff member concerned, on a fair and transparent basis and having regard to the following principles:

- a) The scope of academic work encompasses teaching, research, scholarship, pastoral care, leadership and service activities.
- b) The allocation and recognition of academic work shall support the Objects and strategic direction of the University.
- c) There shall be a generic approach to academic workloads which applies to all Schools; however some flexibility shall be permitted to allow for the different needs of Schools.
- d) The allocation of academic workloads shall be done in consultation with the Academic Staff Member, and take into account the scope of Academic Work (see below) at the University, as well as an Academic Staff Member's agreed objectives for personal development and career progression, their career aspirations and their early career status (where this is the case).
- e) A review mechanism shall be available for Academic Staff Members who believe their academic workload allocation is inconsistent with the academic workload model. The review mechanism will include provision for a Workload Review Committee, which will be responsible for conducting reviews of Staff Member complaints relating to workload allocation. It will also contain provision for such reviews to be completed within 10 business days.
- f) A Workload Review Committee shall be constituted as part of the implementation of an Academic Workloads Model, and shall have a membership including the relevant Head of Campus, an appropriate Level C Academic Staff Member or higher, and a further Academic Staff Member nominated by the NTEU, who will be granted sufficient time release to attend and prepare for the meetings.

27.1.7 Any requirement to undertake face-to-face teaching to be carried out by an Academic Staff Member should be provided to them in a timely manner, and no later than 10 working days prior to the commencement of the teaching period such allocated face-to-face teaching is to be carried out, save and except in circumstances of unforeseen and unavoidable contingency.

Quantification of Academic Work

27.1.8 A Full-Time Academic Staff Member shall have 1725 hours of availability per year. This represents a Full-Time workload for 52 weeks (1950 hours), less 4 weeks (150 hours) annual leave or 5 weeks for employees based in Broome and less a further 10 days (75 hours) of public holidays or days in lieu of public holidays. Note: It is recognised that the hours of availability for an individual Staff Member will vary to account for when there are not 10 public holidays in a given year in the State in which they are employed. A Part-Time workload will be calculated on a pro rata basis.

27.1.9 An Academic Staff Member who holds the academic role of a Teaching and Research Scholar shall have a workload which reflects the following quantum:

Teaching:	60%
Research and Scholarship:	20%
Other activities:	20%

27.1.10 Quantification of workloads for the academic roles of both Teacher Scholar and Research Scholar shall be developed as part of the academic workloads model in consultation with affected staff. Teacher Scholars shall generally have a workload which reflects a maximum 80% teaching workload, and Research Scholars shall generally have a workload which reflects a 80% research workload.

Academic Workload Advisory Committee

27.1.11 The University shall upon commencement of the Agreement, establish and maintain an Academic Workload Advisory Committee ('Committee') for the purpose of overseeing and supporting the ongoing implementation and operation of the academic workloads model; as well as ensuring that the University maintains academic workloads in accordance with the academic workloads model and the principles of the Academic Workload clause.

27.1.12 The Committee shall include no more than six members; which shall include two nominees from the NTEU (being one from each of the Sydney and Fremantle campuses), who will be granted sufficient time release to attend and prepare for meetings.

27.1.13 The Committee shall meet at least 2 times per year, and as the Committee otherwise agrees.

27.2 General Staff Workloads

27.2.1 The University acknowledges that General Staff loads must be realistic and reasonable and within the scope of Duty Statements.

27.2.2 Each supervisor is responsible for ensuring that workloads are fair, equitable, manageable and clearly understood. Balancing workloads are a matter to be determined between a supervisor and General Staff Member, or (in the event that work is divided between teams) groups of General Staff Members.

27.2.3 A General Staff Member or group of General Staff Members who have concerns about workload levels may raise those concerns with their supervisor in the first instance for resolution.

27.2.4 Where the process set out in 27.2.3 does not resolve concerns, the General Staff Member may raise the matter with a Senior Staff Member (nominated by the Vice Chancellor) for resolution. The Senior Staff Member may seek a workload assessment detailing any relevant matters, including data and evidence establishing actual workload.

27.2.5 Where it is established that a General Staff Member is (or are) undertaking an unreasonable workload, the University will take appropriate steps to address the issue.

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

General Staff Workloads Committee

27.2.7 The University will maintain a General Staff Workloads Committee (GSWC) which will meet twice a year.

27.2.8 The role of the GSWC will be to consider trends in General Staff Member workload patterns, including indicators of excessive or unreasonable workloads which may include changes in:

- a) Work Patterns.
- b) Work volume.
- c) Staff Turnover.
- d) Staff Performance.
- e) Accrued annual leave.
- f) Duty Statements.
- g) Work Environment.
- h) Benchmarking data.

27.2.9 The Chair of the GSWC may invite Committee representatives, Staff Members or the Union to meetings to assist in its consideration. Minutes of the GSWC that are not noted as confidential by the Chair (including reports) will be provided to the JCC following the meeting.

28 General Staff Classification and Reclassification

- 28.1 All General Staff Member positions will be classified in accordance with the General Staff Member classification descriptors set out in Schedule 3 of this Agreement. Positions will be classified at the level that most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 28.2 The classification of a position must be based on work value, having regard to the following factors:
- a) The responsibilities and skills required;
 - b) Comparisons of the work requirements of the position with other positions having similar duties, responsibility and skill requirements;
 - c) The structural relationships of the positions; and
 - d) The principles of pay equity.

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

- 28.3 Broad banding can be applied to new, vacant or reclassified positions. Broad banding is the classification of a staff position across two adjoining classification levels.

It must be consistent with the following principles:

- a) The work is commensurate with the General Staff Member Classification Descriptors;
- b) It is to be considered prior to recruitment for any new or vacant position;
- c) It is to be beneficial to the University;
- d) It is to be organisationally driven;
- e) It should not have the effect of widening the gender pay gap; and
- f) It is to be subject to the approval of the line manager in consultation with the relevant Senior Staff Member.

28.4 Position Descriptions

- 28.4.1 Each position must have a written position description. Immediately prior to an application for reclassification, the Staff Member and their supervisor are to review the position description. The agreed position description must then be lodged with the relevant Staffing Office for confirmation or amendment. If the Staff Member and their supervisor are unable to agree upon the content of the position description, the matter is to be referred to the relevant Senior Staff Member who will determine the content of the position description having regard to the views of the Staff Member, their supervisor and the University.
- 28.4.2 It is noted that it is the University’s prerogative to determine the duties, responsibilities and skills required of a particular position.

28.5 Procedure for Reclassification

28.5.1 The University will maintain a procedure under which General Staff Members may initiate a claim for reclassification of their substantive position.

28.5.2 The procedure will include the following requirements:

- a) Claims for reclassification are to be filed with both the administrative head of the relevant work area and the relevant Staffing Office;
- b) The assessment of the claim for reclassification is to be completed within 2 months, if possible, of receipt of the claim in the relevant Staffing Office;
- c) The date of effect of any successful claim for reclassification will be the date of receipt of the claim in the relevant Staffing Office; and
- d) Written reasons will be provided for all unsuccessful claims for reclassification.

28.5.3 The University retains the right to determine, in accordance with the Classification Descriptors in Schedule 3:

- a) The title and classification of new positions;
- b) The title and classification structure for categories and groups of positions;
- c) The criteria for appointment at, or promotion to, all positions and categories of positions; and
- d) The title and classification of vacant positions, having regard for the duties and responsibility attached to those positions.

28.6 Appeal

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

- a) The University did not comply with a requirement of this clause when considering the application for reclassification;
- b) The University did not follow its set down procedure for applications for reclassifications of positions;
- c) The University did not afford the individual Staff Member procedural fairness in its consideration of the application for reclassification; or
- d) The University did not correctly assess the work value of the relevant position.

- 28.6.2 The appeal must be lodged within 15 working days of receiving notification that the application for reclassification of their substantive position is unsuccessful.
- 28.6.3 A Reclassification Review Committee will be formed upon the receipt of a Reclassification Appeal. The Committee is to consist of suitably experienced persons.
- 28.6.4 The Reclassification Review Committee will firstly determine whether the appeal is valid, that is whether it addresses one or more of the grounds of appeal. If the Reclassification Review Committee decides that the appeal does not address the relevant grounds of appeal then the Committee will dismiss the appeal.
- 28.6.5 If the Reclassification Review Committee decides that an appeal is a valid appeal, it will then consider whether the appellant successfully establishes one or more of the grounds of appeal. If the Reclassification Review Committee determines that the appellant has not established one or more of the grounds of appeal, the appeal must be dismissed.
- 28.6.6 If the Reclassification Review Committee determines that the appellant has established one, or more, grounds of appeal, then the Committee will refer the application for reclassification back to the Campus Staffing Office for further consideration. In doing so, the Reclassification Review Committee will clearly set out in writing the established grounds, and what the Campus Staffing Office needs to do to remedy the breach of process.
- 28.6.7 The Campus Staffing Office must then reconsider the application for reclassification, in light of the findings of the Reclassification Review Committee. That reconsideration will take place within 15 working days of receipt by the Campus Staffing Office of the referral from the Reclassification Review Committee.

SIGNATURES TO THE AGREEMENT



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

Date: 8. 1. 2020

Signature of Witness

Witness name: H/Neil C, I E

Witness address: 1/100 (1/100) C St, E, (1/100) WA 0/0

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



Signature of NTEU General Secretary
Matthew McGowan
National Tertiary Education Industry Union (NTEU)

Date: 18 December 2020

Signature of Witness



V.

[ADDRESS]

1st Floor, 120 Clarendon St, South Melbourne, Vic 3205

Schedule 1 – Academic Staff Position Classification Standards

1 Academic Roles

1.1 Types of Academic Roles

There are four academic roles:

- a) Teaching and Research Scholar
- b) Teacher Scholar
- c) Research Scholar

1.2 Appointment to an Academic Role

All academic appointments will be made at levels A – E of clause 2 of Schedule 1 – Academic Position Classification Standards.

1.3 Academic Roles

1.3.1 The standard academic role will be that of a Teaching and Research Scholar. However, as provided for in subclause 1.7 of this Schedule, appointments may be made to the role of Practitioner Scholar. An Academic Staff Member may be assigned to a different academic role by agreement between the Academic Staff Member and the Dean.

1.3.2 The initial assignment to an academic role will be for a period of 2 years, provided however that by mutual consent such assignment may be successively extended by one, or more, further periods, each of two years duration.

1.3.3 At the end of the aforesaid periods, the Academic Staff Member will revert to their previous academic role.

1.4 Teaching and Research Scholar

Expectations of the various levels of the Teaching and Research Scholar role are as described in the Academic Positions described in clauses 2 and 3 of this Schedule.

1.5 Teacher Scholar

1.5.1 Without limiting the application of the Academic Positions described in clauses 2 and 3 of this Schedule, expectations of the various levels of the Teacher Scholar role are as follows.

1.5.2 A Teacher Scholar is expected to make a significant contribution to the teaching effort of the University at all levels. A Teacher Scholar is expected to participate in or be responsible for the development of unit materials or curricula relevant to their profession or discipline. A Teacher Scholar is expected to engage in some research or scholarly and creative activities, but these may be more practically oriented and/or be reduced in quantity, in comparison to a Teaching and Research Scholar, due to a greater concentration on teaching and teaching-related activities.

- 1.5.3 The focus on teaching and teaching-related activities will be reflected in the allocation of workload, in expectations in probation and expectations for promotion purposes.
- 1.5.4 Qualifications for Teacher Scholars, at the various levels, will be the same as for Teaching and Research Scholars.

1.6 Research Scholar

- 1.6.1 Without limiting the application of the Academic Positions described in clauses 2 and 3 of this Schedule, expectations of the various levels of the Research Scholar role are as follows.
- 1.6.2 A Research Scholar is expected to make a significant contribution to the research effort of the University. A Research Scholar is expected to have a role that includes mainly research and/or performance/creative duties. A Research Scholar is expected to engage in teaching, but these activities will normally be reduced in quantity in comparison to a Teaching and Research Scholar, due to their greater concentration on research activities.
- 1.6.3 A Research Scholar may also be expected to, where appropriate, provide leadership for a large research team.
- 1.6.4 The focus on research and research-related activities will be reflected in the allocation of workload, in expectations in probation, and expectations for promotional purposes.
- 1.6.5 Qualifications for Research Scholars at the various levels will be the same as for Teaching and Research Scholars.

2 Academic Positions Classification Standards

2.1 Level A

General Standard

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

Specific Duties

Specific duties required of a level A Academic Staff Member may include:

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

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

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

The most complex levels of subject coordination should not be carried out by a level A Academic Staff Member.

Skill Base

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

2.2 Level B

General Standard

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

Specific Duties

Specific duties required of a level B Academic Staff Member may include:

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

Skill Base

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

2.3 Level C

General Standard

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

Specific Duties

Specific duties required of a level C Academic Staff Member may include:

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

Skill Base

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

2.4 Level D

General Standard

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

Specific Duties

Specific duties required of a level D Academic Staff Member may include:

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

Skill Base

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

2.5 Level E

General Standard

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

Specific Duties

Specific duties required of a level E Academic Staff Member may include:

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

Skill Base

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

3 For Research-Only Academic Positions

3.1 Level A

General Standard

A level A research-only Academic Staff Member is expected to contribute towards the research effort of the institution and to develop their research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

Specific duties required of a level A research-only Academic Staff Member may include:

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

A level A research-only Academic Staff Member will work with support, guidance and/or direction from staff classified at level B and above and with an increasing degree of autonomy as the research Academic Staff Member gains in skill and experience.

Skill Base

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

3.2 Level B

General Standard

A level B research-only Academic Staff Member is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop their research expertise relevant to the particular field of research.

Special Duties

Specific duties required of a level B research-only Academic Staff Member may include:

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

Skill Base

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

3.3 Level C

General Standard

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

Specific Duties

Specific duties required of a level C research-only Academic Staff Member may include:

- The conduct of research and the production of conference and seminar papers and publications from that research.
- Supervision of research-support and administrative staff involved in the Staff Member's research.
- Supervision where appropriate of the research of less senior research-only Academic Staff Members.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Preparation of research proposal submissions to external funding bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for their research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

- Occasional contributions to the teaching program within the field of the Staff Member's research.
- Supervision of major honours or postgraduate research projects within the field of the Staff Member's area of research.
- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

Skill Base

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

3.4 Level D

General Standard

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

Specific Duties

The specific duties required of a level D research-only Academic Staff Member may include:

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

Skill Base

A level D research-only Academic Staff Member will normally have the same skill base as a level C research-only Academic Staff Member. In addition there will be a requirement for academic excellence and outstanding contribution to research.

3.5 Level E

General Standard

A level E research-only Academic Staff Member is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in their area of research, in the organisation unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties required of a level E Academic Staff Member may include:

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

Skill Base

A level E research-only Academic Staff Member will have the same skill base as a level D research-only Academic Staff Member but will be recognised as a leading authority in his or her area of research.

Schedule 2 – Academic Staff Wage Rates and Salaries

The salaries contained within this Schedule are the Full-Time equivalent rates applicable to Continuing, Maximum Term and Fixed-term Employment.

Increase: With effect from: Level/Step (Increment)		Campus: Fremantle & Broome			
		1.5%	1.5%	2%	2%
		1 Jan 2018	1 Jan 2019	1 Jan 2020	1 Jan 2021
A	1	\$65,687	\$66,672	\$68,005	\$69,366
	2	\$69,438	\$70,480	\$71,889	\$73,327
	3	\$73,191	\$74,288	\$75,774	\$77,290
	4	\$76,944	\$78,098	\$79,660	\$81,253
	5	\$79,997	\$81,197	\$82,821	\$84,478
	6 *	\$83,043	\$84,289	\$85,975	\$87,694
	7	\$86,094	\$87,386	\$89,133	\$90,916
	8	\$89,139	\$90,476	\$92,286	\$94,132
B	1	\$93,833	\$95,240	\$97,145	\$99,088
	2	\$97,352	\$98,812	\$100,788	\$102,804
	3	\$100,873	\$102,386	\$104,434	\$106,522
	4	\$104,393	\$105,959	\$108,078	\$110,239
	5	\$107,909	\$109,527	\$111,718	\$113,952
	6	\$111,430	\$113,101	\$115,363	\$117,670
C	1	\$114,944	\$116,668	\$119,001	\$121,381
	2	\$118,464	\$120,241	\$122,645	\$125,098
	3	\$121,984	\$123,813	\$126,290	\$128,816
	4	\$125,503	\$127,385	\$129,933	\$132,532
	5	\$129,019	\$130,954	\$133,573	\$136,245
	6	\$132,541	\$134,529	\$137,219	\$139,964
D	1	\$138,405	\$140,481	\$143,291	\$146,157
	2	\$143,095	\$145,241	\$148,146	\$151,109
	3	\$147,788	\$150,005	\$153,005	\$156,065
	4	\$152,481	\$154,769	\$157,864	\$161,021
E	1	\$178,289	\$180,963	\$184,582	\$188,274

Increase: With effect from: Level/Step (Increment)		Campus: Sydney			
		1.5%	1.5%	2%	2%
		1 Jan 2018	1 Jan 2019	1 Jan 2020	1 Jan 2021
A	1	\$70,155	\$71,207	\$72,631	\$74,084
	2	\$73,866	\$74,974	\$76,473	\$78,003
	3	\$77,610	\$78,774	\$80,350	\$81,957
	4	\$81,362	\$82,583	\$84,234	\$85,919
	5	\$84,406	\$85,672	\$87,386	\$89,134
	6 *	\$87,452	\$88,764	\$90,539	\$92,350
	7	\$90,498	\$91,856	\$93,693	\$95,567
	8	\$93,540	\$94,943	\$96,842	\$98,779
B	1	\$98,229	\$99,702	\$101,696	\$103,730
	2	\$101,744	\$103,270	\$105,335	\$107,442
	3	\$105,252	\$106,831	\$108,968	\$111,147
	4	\$108,768	\$110,400	\$112,608	\$114,860
	5	\$112,279	\$113,963	\$116,243	\$118,568
	6	\$115,798	\$117,535	\$119,886	\$122,284
C	1	\$119,307	\$121,097	\$123,519	\$125,989
	2	\$122,822	\$124,664	\$127,158	\$129,701
	3	\$126,332	\$128,227	\$130,791	\$133,407
	4	\$129,850	\$131,798	\$134,434	\$137,122
	5	\$133,361	\$135,361	\$138,068	\$140,830
	6	\$136,877	\$138,930	\$141,709	\$144,543
D	1	\$142,735	\$144,876	\$147,774	\$150,729
	2	\$147,414	\$149,625	\$152,617	\$155,670
	3	\$152,098	\$154,379	\$157,467	\$160,616
	4	\$156,783	\$159,135	\$162,317	\$165,564
E	1	\$182,554	\$185,292	\$188,998	\$192,778

1 Casual Rates

1.1 Formulae

The minimum salaries paid to Sessional Staff Members will be at the hourly rates provided for in this clause. The initial base salary rates used in the calculations that follow are the 2018 salary rates. The base salary rates used in these formulae should be adjusted annually and refer to the salary rate which applies in the year in which payment of a casual rate is made. These rates are derived from three base salary rates using the following formulae:

1.1.1 Lecturing and higher marking rate

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

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

Fremantle & Broome Campuses:

$(\$97,352 / 52 / 37.5) + 25\% = \62.40

From 1/1/2019: $(\$98,812 / 52 / 37.5) + 25\% = \63.34

From 1/1/2020: $(\$100,788 / 52 / 37.5) + 25\% = \64.60

From 1/1/2021: $(\$102,804 / 52 / 37.5) + 25\% = \65.89

Sydney Campus:

$(\$101,744 / 52 / 37.5) + 25\% = \65.22

From 1/1/2019: $(\$103,270 / 52 / 37.5) + 25\% = \66.20

From 1/1/2020: $(\$105,335 / 52 / 37.5) + 25\% = \67.52

From 1/1/2021: $(\$107,442 / 52 / 37.5) + 25\% = \68.87

1.1.2 Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

The base rate applicable where the duties include full-time subject coordination or the Academic Staff Member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A salary scale for Academic Staff Members and calculated as follows:

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

Fremantle & Broome Campuses:

$(\$83,043 / 52 / 37.5) + 25\% = \53.23

From 1/1/2019: $(\$84,289 / 52 / 37.5) + 25\% = \54.03

From 1/1/2020: $(\$85,975 / 52 / 37.5) + 25\% = \55.11

From 1/1/2021: $(\$87,695 / 52 / 37.5) + 25\% = \56.21

Sydney Campus:

$(\$87,452 / 52 / 37.5) + 25\% = \56.06

From 1/1/2019: $(\$88,764 / 52 / 37.5) + 25\% = \56.90

From 1/1/2020: $(\$90,539 / 52 / 37.5) + 25\% = \58.04

From 1/1/2021: $(\$92,349 / 52 / 37.5) + 25\% = \59.19

1.1.3 Rate applicable to all other duties

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

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

Fremantle & Broome Campuses:

$(\$69,438 / 52 / 37.5) + 25\% = \44.51

From 1/1/2019: $(\$70,480 / 52 / 37.5) + 25\% = \45.18

From 1/1/2020: $(\$71,889 / 52 / 37.5) + 25\% = \46.08

From 1/1/2021: $(\$73,327 / 52 / 37.5) + 25\% = \47.00

Sydney Campus:

$(\$73,866 / 52 / 37.5) + 25\% = \47.35
 From 1/1/2019: $(\$74,974 / 52 / 37.5) + 25\% = \48.06
 From 1/1/2020: $(\$76,473 / 52 / 37.5) + 25\% = \49.02
 From 1/1/2021: $(\$78,002 / 52 / 37.5) + 25\% = \50.00

1.2 Lecturing

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

Type of lecture and associated working time assumed	Minimum salary per hour of lecture delivered (B2)	
	Fremantle/Broome	Sydney
Basic lecture (1 hour of delivery and 2 hours of associated working time)	\$187.20 or from 1/1/2019 \$190.02 from 1/1/2020 \$193.80 from 1/1/2021 \$197.70	\$195.66 or from 1/1/2019 \$198.60 from 1/1/2020 \$202.57 from 1/1/2021 \$206.62
Developed lecture (1 hour of delivery and 3 hours of associated working time)	\$249.60 or from 1/1/2019 \$253.36 from 1/1/2020 \$258.40 from 1/1/2021 \$263.60	\$260.88 or from 1/1/2019 \$264.80 from 1/1/2020 \$270.09 from 1/1/2021 \$275.49
Specialised lecture (1 hour of delivery and 4 hours of associated working time)	\$312.00 or from 1/1/2019 \$316.70 from 1/1/2020 \$323.00 from 1/1/2021 \$329.50	\$326.10 or from 1/1/2019 \$331.00 from 1/1/2020 \$337.61 from 1/1/2021 \$344.36
Repeat lecture (1 hour of delivery and 1 hour of associated working time)	\$124.80 or from 1/1/2019 \$126.68 from 1/1/2020 \$129.20 from 1/1/2021 \$131.80	\$130.44 or from 1/1/2019 \$132.40 from 1/1/2020 \$135.04 from 1/1/2021 \$137.75

- 1.2.1 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.
- 1.2.2 For the purposes of this Agreement, the term “**lecture**” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

1.3 Tutoring

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

Type of tutoring and associated working time assumed	Minimum salary per hour of tutorial delivered (A2)

	Fremantle/Broome	Sydney
Tutorial (1 hour of delivery and 2 hours of associated working time)	\$133.53 or from 1/1/2019 \$135.54 from 1/1/2020 \$138.24 from 1/1/2021 \$141.01	\$142.05 or from 1/1/2019 \$144.18 from 1/1/2020 \$147.06 from 1/1/2021 \$150.00
Repeat tutorial (1 hour of delivery and 1 hour of associated working time)	\$89.02 or from 1/1/2019 \$90.36 from 1/1/2020 \$92.17 from 1/1/2021 \$94.01	\$94.70 or from 1/1/2019 \$96.12 from 1/1/2020 \$98.04 from 1/1/2021 \$100.00
Type of tutoring and associated working time assumed	Minimum salary per hour of tutorial delivered where Schedule 2 - 1.1.2 applies (A6)	
	Fremantle/Broome	Sydney
Tutorial (1 hour of delivery and 2 hours of associated working time)	\$159.69 or from 1/1/2019 \$162.09 from 1/1/2020 \$165.34 from 1/1/2021 \$168.64	\$168.18 or from 1/1/2019 \$170.70 from 1/1/2020 \$174.12 from 1/1/2021 \$177.60
Repeat tutorial (1 hour of delivery and 1 hour of associated working time)	\$ 106.46 or from 1/1/2019 \$108.06 from 1/1/2020 \$110.22 from 1/1/2021 \$112.43	\$112.12 or from 1/1/2019 \$113.80 from 1/1/2020 \$116.08 from 1/1/2021 \$118.40

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

Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying	
	Fremantle/Broome	Sydney
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	\$89.02 or from 1/1/2019 \$90.35 from 1/1/2020 \$92.17 from 1/1/2021 \$94.01	\$94.70 or from 1/1/2019 \$96.12 from 1/1/2020 \$98.04 from 1/1/2021 \$100.00
Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying where Schedule 2 - 1.1.2 applies	

	Fremantle/Broome	Sydney
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	\$106.46 or from 1/1/2019 \$108.06 from 1/1/2020 \$110.22 from 1/1/2021 \$112.42	\$112.12 or from 1/1/2019 \$113.80 from 1/1/2020 \$116.08 from 1/1/2021 \$118.40

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

1.4 Undergraduate clinical nurse education

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

Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered	
	Fremantle/Broome	Sydney
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$66.76 or from 1/1/2019 \$67.77 from 1/1/2020 \$69.12 from 1/1/2021 \$70.50	\$71.03 or from 1/1/2019 \$72.10 from 1/1/2020 \$73.54 from 1/1/2021 \$75.01
Normal preparation time (1 hour of delivery and 1 hour associated working time)	\$89.02 or from 1/1/2019 \$90.36 from 1/1/2020 \$92.17 from 1/1/2021 \$94.01	\$94.69 or from 1/1/2019 \$96.11 from 1/1/2020 \$98.03 from 1/1/2021 \$100.00
Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered where Schedule 2 - 1.1.2 applies	
	Fremantle/Broome	Sydney
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$79.85 or from 1/1/2019 \$81.05 from 1/1/2020 \$82.67 from 1/1/2021 \$84.31	\$84.09 or from 1/1/2019 \$85.35 from 1/1/2020 \$87.06 from 1/1/2021 \$88.80
Normal preparation time (1 hour of delivery and 1 hour associated working time)	\$106.46 or from 1/1/2019 \$108.06, from 1/1/2020 \$110.22 from 1/1/2021 \$112.42	\$112.12 or from 1/1/2019 \$113.80 from 1/1/2020 \$116.08 from 1/1/2021 \$118.40

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

1.5 Marking

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

Type of marking	Minimum salary per hour of marking	
	Fremantle/Broome	Sydney
Standard marking	\$44.51 or from 1/1/2019 \$45.18 from 1/1/2020 \$46.08 from 1/1/2021 \$47.00	\$47.34 or from 1/1/2019 \$48.05 from 1/1/2020 \$49.01 from 1/1/2021 \$50.00
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at level B status	\$62.40 or from 1/1/2019 \$63.34 from 1/1/2020 \$64.61 from 1/1/2021 \$65.90	\$65.22 or from 1/1/2019 \$66.20 from 1/1/2020 \$67.52 from 1/1/2021 \$68.87
Type of marking	Minimum salary per hour of marking where Schedule 2 - 1.1.2 applies	
	Fremantle/Broome	Sydney
Standard marking	\$53.23 or from 1/1/2019 \$54.03 from 1/1/2020 \$55.11 from 1/1/2021 \$56.21	\$56.05 or from 1/1/2019 \$56.89 from 1/1/2020 \$58.03 from 1/1/2021 \$59.19
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at level B status	\$62.40 or from 1/1/2019 \$63.34 from 1/1/2020 \$64.61 from 1/1/2021 \$65.90	\$65.22 or from 1/1/2019 \$66.20 from 1/1/2020 \$67.52 from 1/1/2021 \$68.87

1.6 Other required academic activity

- 1.6.1 A Sessional Staff Member required to perform any other required academic activity as defined in Schedule 2 – 1.6.2 below, will be paid at the hourly rate as specified in Schedule 2 – 1.1.3, or Schedule 2 – 1.1.2 if he/she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

- 1.6.2 For the purposes of this sub-clause “other required academic activity” will include work that a person, acting as or on behalf of the university requires the Sessional Staff Member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;

- ☐ the conduct of performance and visual art studio sessions;
- ☐ musical coaching, repititeurship, and musical accompanying other than with special educational service;
- ☐ development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- ☐ consultation with students;
- ☐ supervision; and
- ☐ attendance at departmental and/or faculty meetings as required.

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

Schedule 3 – General Staff Member Position Classification Standards

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 General Staff Member may be required. Performance will be measured against objectives.
Definition 2:	Qualifications
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Definition 2:	Qualifications
Within the Australian Qualifications Framework	
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post Year 12 study.

Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	
Definition 3:	Classification dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational Equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational Knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Definition 3:	Classification dimensions
Judgement:	Judgement is the ability to make sound decisions, recognising the independence and consequences of decisions taken or actions performed. Independence is the extent to which a Staff Member 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 staff in different occupations at each of the classification levels.

Higher Education Worker Level 1

Training level or qualifications

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

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

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Higher Education Worker Level 2

Training level or qualifications

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

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

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

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

Typical activities

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

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

Higher Education Worker Level 3

Training level or qualifications

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

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

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

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

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

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

- ☐ standard use of a range of desktop based programs, e.g. Word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and

layout correspondence and reports, merge, move and copy, use of columns, tables and basic graphics

- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

Higher Education Worker Level 4

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills.

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

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

Typical activities

In trades positions:

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

In technical positions:

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

In library technician positions:

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

In administrative positions:

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

Higher Education Worker Level 5

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

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

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

Typical activities

In technical positions:

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

- prepare reports of a technical nature.

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

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

In administrative positions:

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

In professional positions and under professional supervision:

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

Higher Education Worker Level 6

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In administrative positions:

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence

- monitor expenditure against budget in a school or small faculty.

In professional positions:

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

Higher Education Worker Level 7

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

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

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

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

Higher Education Worker Level 8

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

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

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

Higher Education Worker Level 9

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

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

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

Higher Education Worker Level 10

Training level or qualifications

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

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

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

Schedule 4 – General Staff Wage Rates and Salaries

The salaries contained within this Schedule are the Full-Time equivalent rates applicable to Continuing, Maximum Term and Fixed-Term Employment.

Increase: With effect from: Level/Step (Increment)		Campus: Fremantle & Broome			
		1.5%	1.5%	2%	2%
		1 Jan 2018	1 Jan 2019	1 Jan 2020	1 Jan 2021
1	01	\$41,796	\$42,423	\$43,271	\$44,136
	02	\$42,396	\$43,031	\$43,892	\$44,770
	03	\$43,087	\$43,733	\$44,608	\$45,500
	04	\$47,138	\$47,845	\$48,802	\$49,778
	05	\$48,123	\$48,845	\$49,822	\$50,818
	06	\$49,117	\$49,854	\$50,851	\$51,868
2	01	\$50,598	\$51,357	\$52,384	\$53,432
	02	\$51,591	\$52,365	\$53,413	\$54,481
	03	\$52,332	\$53,117	\$54,180	\$55,263
3	01	\$53,328	\$54,128	\$55,211	\$56,315
	02	\$54,822	\$55,645	\$56,757	\$57,893
	03	\$56,315	\$57,160	\$58,303	\$59,469
	04	\$57,811	\$58,679	\$59,852	\$61,049
	05	\$59,303	\$60,193	\$61,397	\$62,625
4	01	\$61,792	\$62,719	\$63,973	\$65,253
	02	\$63,286	\$64,236	\$65,520	\$66,831
	03	\$64,531	\$65,499	\$66,809	\$68,145
	04	\$65,773	\$66,760	\$68,095	\$69,457
5	01	\$66,771	\$67,772	\$69,128	\$70,510
	02	\$68,760	\$69,792	\$71,187	\$72,611
	03	\$71,253	\$72,322	\$73,768	\$75,244
	04	\$74,241	\$75,355	\$76,862	\$78,399
6	01	\$76,729	\$77,880	\$79,437	\$81,026
	02	\$78,222	\$79,395	\$80,983	\$82,603
	03	\$79,714	\$80,910	\$82,528	\$84,179
	04	\$81,208	\$82,426	\$84,075	\$85,756
7	01	\$84,196	\$85,459	\$87,168	\$88,912
	02	\$87,182	\$88,490	\$90,260	\$92,065
	03	\$90,169	\$91,521	\$93,351	\$95,219
	04	\$93,651	\$95,056	\$96,957	\$98,896
8	01	\$94,152	\$95,565	\$97,476	\$99,426
	02	\$97,138	\$98,595	\$100,566	\$102,578

	03	\$100,130	\$101,632	\$103,664	\$105,738
	04	\$103,114	\$104,661	\$106,754	\$108,889
9	01	\$109,087	\$110,723	\$112,938	\$115,197
	02	\$111,080	\$112,746	\$115,001	\$117,301
	03	\$113,072	\$114,768	\$117,063	\$119,405
	04	\$115,558	\$117,291	\$119,637	\$122,030
10 01 (Award Base)	Base	\$118,051	\$119,821	\$122,218	\$124,662
10 Grade 1	01	\$124,725	\$126,596	\$129,128	\$131,711
Grade 1	02	\$127,199	\$129,107	\$131,689	\$134,323
Grade 1	03	\$129,673	\$131,618	\$134,251	\$136,936
10 Grade 2	01	\$131,192	\$133,160	\$135,823	\$138,539
Grade 2	02	\$133,795	\$135,802	\$138,518	\$141,289
Grade 2	03	\$136,362	\$138,408	\$141,176	\$143,999
10 Grade 3	01	\$140,518	\$142,625	\$145,478	\$148,387
Grade 3	02	\$143,311	\$145,461	\$148,370	\$151,337
Grade 3	03	\$146,108	\$148,300	\$151,266	\$154,291
10 Grade 4	01	\$149,849	\$152,096	\$155,138	\$158,241
Grade 4	02	\$152,832	\$155,124	\$158,227	\$161,391
Grade 4	03	\$155,813	\$158,150	\$161,313	\$164,539
10 Grade 5	01	\$171,651	\$174,225	\$177,710	\$181,264
Grade 5	02	\$180,075	\$182,776	\$186,432	\$190,161
Grade 5	03	\$183,676	\$186,432	\$190,160	\$193,963
Grade 5	04	\$187,282	\$190,091	\$193,893	\$197,771

Increase: With effect from: Level/Step (Increment)		Campus: Sydney			
		1.5%	1.5%	2%	2%
		1 Jan 2018	1 Jan 2019	1 Jan 2020	1 Jan 2021
1	01	\$48,268	\$48,992	\$49,972	\$50,972
	02	\$49,614	\$50,358	\$51,366	\$52,393
	03	\$50,983	\$51,748	\$52,783	\$53,839
	04	\$52,356	\$53,141	\$54,204	\$55,288
	05	\$53,728	\$54,534	\$55,625	\$56,737
	06	\$54,449	\$55,265	\$56,371	\$57,498
2	01	\$55,171	\$55,999	\$57,119	\$58,261
	02	\$56,563	\$57,411	\$58,560	\$59,731
	03	\$57,423	\$58,284	\$59,450	\$60,639
3	01	\$58,279	\$59,153	\$60,337	\$61,543
	02	\$59,989	\$60,888	\$62,106	\$63,348
	03	\$61,706	\$62,631	\$63,884	\$65,162
	04	\$63,419	\$64,371	\$65,658	\$66,971
	05	\$65,132	\$66,109	\$67,431	\$68,779
4	01	\$66,982	\$67,987	\$69,346	\$70,733
	02	\$68,856	\$69,888	\$71,286	\$72,712
	03	\$70,710	\$71,771	\$73,206	\$74,670
	04	\$71,931	\$73,010	\$74,470	\$75,960
5	01	\$73,152	\$74,249	\$75,734	\$77,249
	02	\$75,579	\$76,713	\$78,247	\$79,812
	03	\$77,999	\$79,169	\$80,752	\$82,367
	04	\$80,444	\$81,650	\$83,283	\$84,949
6	01	\$85,771	\$87,057	\$88,798	\$90,574
	02	\$88,649	\$89,979	\$91,778	\$93,614
	03	\$91,551	\$92,924	\$94,783	\$96,678
	04	\$92,854	\$94,247	\$96,132	\$98,055
7	01	\$94,157	\$95,570	\$97,481	\$99,431
	02	\$96,762	\$98,213	\$100,178	\$102,181
	03	\$99,365	\$100,856	\$102,873	\$104,931
	04	\$101,970	\$103,499	\$105,569	\$107,681
8	01	\$105,353	\$106,933	\$109,072	\$111,253
	02	\$108,717	\$110,347	\$112,554	\$114,805
	03	\$112,071	\$113,752	\$116,027	\$118,348
	04	\$115,432	\$117,163	\$119,507	\$121,897
9	01	\$122,565	\$124,404	\$126,892	\$129,430

	02	\$126,335	\$128,230	\$130,795	\$133,411
	03	\$130,109	\$132,060	\$134,702	\$137,396
10 01 (Award Base)	Base	\$131,037	\$133,002	\$135,662	\$138,375
10 Grade 1	01	\$138,446	\$140,523	\$143,333	\$146,200
Grade 1	02	\$141,193	\$143,310	\$146,177	\$149,100
Grade 1	03	\$143,935	\$146,094	\$149,016	\$151,996
10 Grade 2	01	\$145,621	\$147,805	\$150,761	\$153,777
Grade 2	02	\$148,513	\$150,740	\$153,755	\$156,830
Grade 2	03	\$151,361	\$153,631	\$156,704	\$159,838
10 Grade 3	01	\$155,974	\$158,314	\$161,480	\$164,710
Grade 3	02	\$159,075	\$161,461	\$164,690	\$167,984
Grade 3	03	\$162,179	\$164,611	\$167,904	\$171,262
10 Grade 4	01	\$166,331	\$168,826	\$172,203	\$175,647
Grade 4	02	\$169,639	\$172,184	\$175,627	\$179,140
Grade 4	03	\$172,951	\$175,545	\$179,056	\$182,637
10 Grade 5	01	\$190,534	\$193,392	\$197,260	\$201,205
Grade 5	02	\$199,882	\$202,880	\$206,938	\$211,077
Grade 5	03	\$203,882	\$206,940	\$211,079	\$215,301
Grade 5	04	\$207,732	\$210,848	\$215,065	\$219,366