



MURDOCH
UNIVERSITY
PERTH, WESTERN AUSTRALIA

**Murdoch University General Staff Collective
Workplace Agreement 2006**

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PART I - ABOUT THE AGREEMENT

1. Title and Period of Operation

This Agreement shall be known as the *Murdoch University General Staff Collective Workplace Agreement 2006*, and is an agreement pursuant to s328 of the *Workplace Relations Act 1996*.

The Agreement will take effect from the date of lodgement with the Office of the Employment Advocate and shall have a nominal expiry date of 30 June 2008.

2. Definitions

"Afternoon Shift" means a shift commencing at or after 12.00 noon and before 6.00 p.m.

"Agreement" means the *Murdoch University General Staff Collective Workplace Agreement 2006*.

"AIRC" means the Australian Industrial Relations Commission.

"Casual Employee" means an employee designated as such who is engaged by the hour and paid an hourly rate that includes a loading in lieu of paid leave and other entitlements.

"Continuous Service" means unbroken service with the University but does not include:

- i any period of leave without pay, parenting leave without pay, adoption leave without pay or suspension from duty without pay that exceeds fourteen (14) days in one (1) continuous absence, in which case the total absence shall be excised from "continuous service";
- ii any period of sick leave without pay that exceeds three (3) months in one continuous absence, in which case only that period in excess of three (3) months shall be excised from "continuous service";
- iii any period of absence on workers compensation that exceeds six (6) months in one continuous absence in which case only that period in excess of six (6) months shall be excised from "continuous service"; or
- iv any period during which an Employee has been paid as a casual.

"Division" means and includes any school or grouping of schools of studies within the University declared by the Vice Chancellor to be a Division.

"Divisional Head" means the Executive Dean or Deputy Vice Chancellor of a Division of the University or any person acting in that position from time to time or persons delegated to assume the authority of the Divisional Head/Executive Dean.

"Employee" means a member of the University's General Staff.

"Employee Representative" means person chosen, as a representative, by an Employee, but not a practising Barrister or Solicitor.

“Family Responsibility or Family Status” in relation to a person means:

- (a) having a responsibility for the care of another person, other than in the course of employment whether or not that person is a dependent;
- (b) the status of being a particular relative; or
- (c) the status of being a relative of a particular person.

“Fixed-term Employee” means an employee, other than a casual employee, engaged under a contract of employment for a specified period of time or for a specified task.

“Full time Employee” means an employee, other than a casual employee, regularly employed to work an average of 37½ hours per week.

“General Staff” means the non-academic staff of the University.

“Holiday” means a holiday referred to in clause 35 – Holidays and Christmas Closedown.

“Ordinary rate” means the rate of salary prescribed in Schedule A – Salaries.

“Part time Employee” means an employee, other than a casual employee, regularly employed to work less than 37½ hours per week.

“Permanent Employee” means an employee other than a fixed term or casual employee.

“Night shift” means a shift commencing at or after 6.00 p.m. and before 6.00 am.

“Registered Health Practitioner” shall be given the same meaning as in the *Workplace Relations Act 1996*.

“Shift Worker” means an employee who is required to work rostered hours of duty, in accordance with the Shift Worker or Security Officer provisions of clause 25 – Hours.

“Spouse” includes a defacto spouse and a same sex partner.

“University” means Murdoch University constituted under the authority of the *Murdoch University Act 1973 (WA)*

“Vice Chancellor” means the Vice Chancellor of Murdoch University or any person acting in that position from time to time or person delegated to assume the authority of the Vice Chancellor in relation to any matter covered by this agreement.

“Workplace Relations Act” means the *Workplace Relations Act 1996* as amended from time to time.

3. Parties Bound and Application

This Agreement shall be binding on Murdoch University, the University's General Staff employed in the classifications as set out in this Agreement, the National Tertiary Education Industry Union, the CPSU, Community and Public Sector Union and the Liquor Hospitality and Miscellaneous Union.

The Agreement does not bind or apply to:

- Academic staff of the University;
- General Staff classified above the classifications as set out in this agreement;
or
- Subsidiary companies or related bodies corporate of the University and the employees of those companies.

4. Relationship to Awards and Other Agreement

This agreement is closed and comprehensive and it replaces in full all and any Awards of Commission that would otherwise apply. This Agreement also replaces in full the *Murdoch University General Staff Enterprise Agreement 2004*.

The agreement expressly excludes all protected award conditions including:

- i rest breaks;
- ii incentive-based payments and bonuses;
- iii annual leave loadings;
- iv observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or region of that State or territory, as public holidays by Employees who work in that state, territory or region, and entitlements of Employees to payment in respect of those days.;
- v days to be substituted for, or a procedure for substituting, days referred to in paragraph (iv);
- vi monetary allowances for:
 - expenses incurred in the course of employment; or
 - disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- vii loadings for working overtime or for shift work;
- viii penalty rates;
- ix outworker conditions;
- x any other matter specified in the *Workplace Relations Regulations (Commonwealth)* as varied from time to time.

5. Australian Workplace Agreements (AWA)

The University may enter into AWAs with its employees.

At the time of offering an AWA, the University will offer a genuine choice between the AWA and this Agreement, and will inform those being offered AWAs by making this Agreement available.

6. Availability of Agreement

A copy of this Agreement shall be kept in an easily accessible place within the University and be available for inspection by any Employee, and will be available electronically on the University's intranet.

PART II - LEAVE ARRANGEMENTS

7. Public Holidays

7.1. Subject to the provisions of Subclauses 7.2 and 7.3, the following days shall be observed as holidays:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Foundation Day
- Anniversary of the Birthday of the Sovereign
- Christmas Day
- Boxing Day
- and such other days as may be declared University holidays

7.2. When New Year's Day, Australia Day, Anzac Day or Christmas Day falls on a Saturday or a Sunday the next following Monday is observed as the public holiday in lieu.

7.3. When Boxing Day falls on a Saturday the next following Monday is observed as the public holiday in lieu.

When Boxing Day falls on a Sunday or Monday, the next following Tuesday is observed as the public holiday in lieu.

7.4. If, in terms of any University decision, any of the days listed in subclause 7.1 are not observed as holidays on the appointed day, one (1) day's leave in lieu will be granted, subject to its being taken between the Christmas and New Year holidays, or immediately following the New Year holidays, as determined by the University.

7.5. Where an Employee has worked less than the required number of open public holidays to qualify for paid leave for the Christmas closedown due to commencing employment mid year, the University will grant paid leave during the Christmas closedown.

7.6. Where the University would normally re-open on a Thursday or Friday after the Christmas closedown, the University may direct staff to take either annual leave, or leave without pay for the Thursday and/or Friday to extend the closedown period to the weekend.

7.7. The provisions of this clause shall not apply to casual staff.

8. Annual Leave

A full time Employee is entitled to four (4) weeks' paid annual leave on full pay for each twelve (12) months' continuous service (as defined). Shift workers are entitled to five (5) weeks' annual leave for each twelve (12) months' continuous service. Unused annual leave will accumulate from year to year.

- i An Employee's entitlement to annual leave will be available one (1) year in advance from 1 January each year.
- ii Annual leave may be taken at a time or times agreed between the Employee and the Administrative Head. Provided that the Administrative Head may require an Employee to take any accrued annual leave in excess of forty (40) days.

An Employee who is first appointed after 1 January in any year shall, for the rest of that year, be entitled to pro rata annual leave.

The Employee is entitled to an additional day's leave for every Holiday which falls on a day on which the Employee is on annual leave and which would otherwise have been an ordinary working day for the Employee

9. Leave Loading

- i A full time Employee shall be paid an annual leave loading of 17½% of the ordinary rate applicable at the time of payment on a maximum of four (4) weeks' leave. The maximum payable shall not exceed the amount set out in the Australian Bureau of Statistics publication for average weekly earnings per male employed unit in Australia for the September quarter immediately preceding the date the leave becomes due.
- ii Shift workers shall, in lieu of leave loading, receive the shift loading applicable if they had worked those days on which they take the leave, or the 17½% loading, whichever is the greater.
- iii Annual leave loading shall be paid annually with a pay in November or December each year, except for shift workers who have been paid shift loading while on leave.
- iv A part-time Employee shall be paid a pro rata annual leave loading, with the maximum applied pro-rata.

For the purposes of this clause "full pay" means an Employee's ordinary rate for the period of leave plus allowances applicable to annual leave.

This clause does not apply to casual Employees.

10. Long Service Leave

10.1. An Employee is entitled to thirteen (13) weeks' long service leave on full pay after ten (10) years' continuous service (as defined) and after each subsequent period of seven (7) years' continuous service.

10.2. An Employee shall be paid for any period of long service leave at the rate of salary to which the Employee was entitled immediately prior to taking the leave or termination, whichever applies.

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- 10.3.** Provided that where an Employee has, during a qualifying period, worked on a full and part time basis, or on a part time basis with varying hours, the Employee shall be paid, in respect of each day of long service leave, the average number of hours worked each day over the qualifying period unless the leave is compacted in accordance with subclause 10.12.
- 10.4.** Long Service Leave must be taken:
- i in periods of not less than one (1) week;
 - ii at a time or times agreed between the Employee and the Administrative Head.
- 10.5.** From the time three (3) years after Long service Leave has accrued, the Administrative Head may direct an Employee to use their accrued long service leave, during a specified twelve month period.
- 10.6.** During the first period of service, an Employee may apply to take up to nine (9) weeks' pro rata long service leave after seven (7) years of continuous service.
- 10.7.** During the second and subsequent periods of service an Employee may elect to take up to six (6) weeks' pro rata long service leave after three and a half (3½) years service.
- 10.8.** Provided that no Employee will be entitled to take pro rata long service leave if the Employee's annual leave balance is greater than twenty (20) days.
- 10.9.** Any Holiday which occurs while an Employee is on long service leave shall be considered part of the long service leave, and extra days in lieu thereof shall not be granted.
- 10.10.** Where the Administrative Head approves, the Employee may take any portion of his or her long service leave as double the period of long service leave on half pay.
- 10.11.** An Employee, who during a qualifying period towards an entitlement for long service leave was employed continuously on a part time basis or on a full and part time basis, may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

10.12. Cashing Out of Long Service Leave

A full time or part time Employee may apply to cash out all or part of any long service leave entitlement in excess of thirteen (13) weeks. Where an application for cashing out is approved the University will pay the Employee an amount equal to the salary the Employee would have received had they taken the cashed out leave in one period commencing on the day the application was approved. The Employee's long service leave accrual will be reduced by the amount of leave cashed out.

10.13. Recognition of Prior Service/Transferability of Long Service Leave

Recognition of prior service will only be accepted by the University for new Employees coming from Western Australian public universities, ie

University of Western Australia; Curtin University; and Edith Cowan University.

The University will not accept long service leave from any other University, (including those in Western Australia,) that has accrued. Only pro rata long service leave that has not been paid out, eg on redundancy, shall be recognised. All long service leave that has accrued at other institutions is required to be paid out in full prior to the Employee commencing employment at the University.

This clause does not apply to casuals.

11. Leave Without Pay

In special circumstances, the Administrative Head may grant an Employee leave without pay for a period that will not normally exceed twelve (12) months.

Leave without pay will not normally be granted unless an Employee has exhausted all other leave entitlements.

An Employee on leave without pay is not entitled to substitute personal leave for leave without pay.

This clause does not apply to casual Employees.

12. Aboriginal and Torres Strait Islander Leave

In consultation with their manager/supervisor Employees who identify and are accepted as members of Aboriginal or Torres Strait Islander communities and/or of descent, shall be entitled, to paid leave up to maximum of three (3) working days and leave without pay of up to a maximum of ten (10) working days per calendar year.

This is for the purpose of fulfilling ceremonial obligations of a traditional or urban nature and may include relevant cultural events, initiation, birthing and naming, funerals and smoking or cleansing and sacred site or land ceremonies.

13. Purchased Leave

Subject to operational requirements, the University and an Employee may agree to enter into an arrangement whereby:

- i the Employee can purchase up to four (4) weeks additional leave; or
- ii with the agreement of the University, an Employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with the Agreement and be entitled to up to twelve (12) months leave for the fifth year. Such leave will be paid at 80% of the salary the Employee would otherwise be entitled to receive.

The University policy on Purchased Leave shall apply.

14. Personal Leave- Absence On Account Of Illness, Injury or Caring

14.1. An Employee unable to attend work because of personal illness or injury, or because he or she is required to care for an ill or injured person to

whom they have a family responsibility, is entitled to paid personal leave in accordance with this clause.

- 14.2.** A full time Employee will accrue twelve (12) days' paid personal leave for each completed twelve (12) months' continuous service (as defined).
- 14.3.** The entitlement shall be available one (1) year in advance on 1 January each year. An Employee first appointed after 1 January in any year shall, for the rest of that year, accrue a pro rata entitlement.
- 14.4.** Unused personal leave shall accumulate from year to year.
- 14.5.** Where personal leave is taken in advance, the advance payment shall be offset against any future accrual and, if necessary, against any monies payable to the Employee on termination of employment. Provided that no deduction shall be made if termination is due to the death of the Employee.
- 14.6.** When an Employee has exhausted all personal leave entitlements and is in need of additional time off an Employee is able to access annual leave where approved by the supervisor. Alternatively the Employee may apply for Personal Leave without pay.
- 14.7.** Personal leave does not accrue after three (3) months on Personal Leave Without Pay.
- 14.8.** To be entitled to paid Personal leave the Employee must provide a medical certificate where the absence on leave exceeds three (3) consecutive working days. Where an Employee establishes a pattern of short personal leave absences, the University can require, for the remainder of the calendar year, a medical certificate for future absences less than three (3) days.
- 14.9.** An Employee who is unable to attend work under subclause 14.1 shall notify the Administrative Head as soon as reasonably practicable and shall, as soon as reasonably practicable thereafter, apply for personal leave to cover the absence; otherwise the Employee shall be treated as being absent without leave and shall not be paid:
 - i where an application for leave is supported by a medical certificate and the Administrative Head has reason to doubt the illness or the reason for the absence, the Administrative Head may require a further certificate from a Registered Health Practitioner nominated by the Administrative Head. Any cost of such further certificate will be met by the University.
 - ii If the report of the Registered Health Practitioner does not confirm that the Employee is ill, or if the Employee is not available for examination at the time of the visit of the Registered Health Practitioner or the Employee fails, without reasonable excuse, to attend the Registered Health Practitioner when directed to do so the Employee shall forfeit any entitlement to paid personal leave for the period in question.
- 14.10.** Debits for personal leave shall not include any Holidays which occur during the period of leave.
- 14.11.** Where an Employee is ill for a period of:

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- i Seven (7) days or more during annual leave; or
 - ii Fourteen (14) days or more during long service leave;

and produces at the time, or as soon as possible thereafter, medical evidence satisfying the Administrative Head that the Employee is or was, as a result of illness, confined to the Employee's place of residence or a hospital, the period will be treated as Personal leave and the equivalent period of Annual Leave or Long Service Leave re-credited.

- 14.12.** Personal leave shall not be granted during any period of leave without pay.
- 14.13.** If an Employee whose employment terminates for medical reasons is subsequently reappointed, the Employee's personal leave credits at the date of termination shall be reinstated.
- 14.14.** If the Administrative Head is concerned about an Employee from a duty of care perspective the Employee may be required to attend their Registered Health Practitioner to confirm their fitness for work and this will be paid for by the University.
- 14.15.** The Administrative Head may require, in writing, any staff member whose capacity to perform duties of his or her office is in doubt to undergo an independent medical assessment by an appropriate Registered Health Practitioner. The cost of the medical assessment shall be the responsibility of the University.
- 14.16.** For Shift Workers, personal leave is to be paid at the hourly rate of pay applicable to that shift they would otherwise have worked had they not required the personal leave.
- 14.17.** This clause does not apply to casual Employees.

14.18. Extended Periods of Caring

Where an Employee has the need for an extended period of absence for caring for a person or persons to whom they have a family responsibility eg infirm or elderly parents, the University will, where practicable, accommodate the absence through use of available Employee leave, including Personal, Annual and Long Service Leave, or Leave Without Pay.

15. Emergency Services Leave

Employees who are members of the State Emergency Services, Bush Fire Brigade or are St John Ambulance First Aid Volunteers may be granted paid leave for the duration of their attendance at an emergency.

Leave is granted on the basis that the Employee is not required for the University's own essential operations and emergency services and has obtained, from the relevant voluntary organisation, certification that the Employee was required for the specified period.

This leave does not apply to casual Employees

16. English Language Training Leave

An Employee from a non-English speaking background may be granted paid leave to attend accredited English language training where, because of a language difficulty they:

- i encounter career advancement problems;
- ii create a safety hazard or risk to themselves and/or fellow workers; or
- iii are unable to meet the accepted requirements of his or her job.

A minimum of one hundred (100) hours tuition per year, during normal working hours, shall be provided to enable an Employee to achieve an acceptable level of vocational English proficiency.

The vocational needs of the Employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment will be taken into account. Issues in relation to training, retraining and multi-skilling, industrial relations and safety provisions and equal opportunity employment legislation will also be given due consideration.

An Employee's training needs will be assessed and agreed between the University and the Adult Migrant Education Service or other accredited training provider.

This leave is not available for casual Employees.

17. International Sports Leave

An Employee may be granted by their immediate supervisor up to a maximum of ten (10) days, special paid leave per year, if chosen to represent Australia as a competitor or as an official at a sporting event. The event must be a recognised international sport of national significance, or a world/international competition. No contribution is to be made by the sporting organization towards the normal salary of the Employee.

This does not apply to casual Employees

18. Leave for Training with Defence Force Reserves

With the approval of their Divisional Head, an Employee who is an active member of the Defence Force Reserves or the Cadet Force may be granted a period of paid leave to attend annual continuous obligatory training exercises or course of instruction.

The period of leave granted may be up to ten (10) working days in any period of twelve (12) months, commencing on and from 1 January in each year.

Up to four (4) additional days paid leave may be granted in this period if the Commanding Officer of a unit certifies that it is essential for the Employee to remain in an advance or rear party.

A further period of leave may be granted in order to attend a second or subsequent course of instruction or period of continuous training within this twelve (12) month period providing:

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- i the Divisional Head is satisfied that it is for a special purpose,
 - ii that it does not exceed sixteen (16) calendar days,
 - iii that the Employees normal salary is maintained, minus any payments received from the Defence Force Reserves or Cadet Force,
 - iv that the Employee provides a certificate of attendance and payment to their Divisional Head so that any adjustment can be made for salary overpayment,
 - v that the salary paid for the period shall not take into account any payments for Saturdays, Sundays, Holidays, Christmas Closedown, special rostered days off or board or lodging

The provisions of this clause shall not apply to casual or fixed term Employees.

An Employee accepted as a member of the Defence Force Reserves or the Cadet Force shall advise their Divisional Head as soon as possible.

19. Leave for Defence Force Service

In the event of a Defence Force Reserve call out, all affected Employees shall notify the University as soon as possible and provide advice from the Defence Force indicating the expected extent of any requirement.

Subject to any legislative requirements the University shall apply the following conditions:

- i The Divisional Head shall approve all applications for Defence Force Service.
- ii Periods of Defence Force Service shall be without pay.

Periods of Defence Force Service shall be regarded as continuous service for the purposes of:

- i increment progression,
- ii long service leave accrual; and
- iii superannuation contributions. Provided the staff member contributes their regular contribution (if any), the University will continue to pay its regular contribution. Arrangements may be made for contributions to superannuation to be put on hold providing this is advised prior to the commencement of leave.

Periods of Defence Force Service shall not be regarded as continuous service for the purposes of:

- i annual leave accrual; and
- ii leave accrual.

In order to preserve employment entitlements, an Employee must return to work as soon as reasonably practicable after the completion of their Defence Force Service. However, nothing within this clause prevents an Employee from using any annual and long service leave accrued.

20. Jury Duty Leave

An Employee shall be granted paid leave, by their immediate supervisor, for the period they are required to carry out official duties as a juror.

An Employee is required to provide certification of their attendance in support of their application for Jury Duty Leave.

An Employee is not entitled to retain any juror's fees and shall pay all fees received to the University.

This does not apply to casual Employees.

21. Employee Representative and Related Leave

21.1. Nothing in this clause will operate in a manner which is in breach of Regulation 8.5 (c) or (d) of the *Workplace Relations Regulations 2006*.

21.2. Leave to Attend to Workplace Relations Matters

The University shall grant paid leave during ordinary working hours to an Employee:

- i who is required to give evidence before any industrial tribunal; or
- ii who is an Employee Representative and required to attend:
 - a. negotiations and/or conferences with the University;
 - b. joint Employee/Management consultative committees or working parties; or
 - c. meetings preliminary to negotiations or industrial hearings, where the University has provided prior agreement.

21.3. Leave of absence will be granted at the ordinary rate of pay.

21.4. The University shall not be liable for any expenses associated with an Employee granted leave pursuant to this clause.

21.5. Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

21.6. Workplace Relations Training Leave

21.6.1. An Employee who is involved in recognised workplace relations activities, such as accredited short courses, seminars or conferences, shall be granted up to a maximum of thirty-seven and a half (37.5) hours' paid leave per calendar year for workplace relations training or similar courses or seminars as approved. However, leave of absence in excess of thirty-seven and a half (37.5) and up to seventy-five (75) hours may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed seventy-five (75) hours.

21.6.2. Workplace relations training will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

21.6.3. Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

21.6.4. The provisions of this clause shall not apply to casual Employees.

22. Parental Leave

22.1. Maternity Leave

An Employee who becomes pregnant is entitled to a period of up to fifty-two (52) weeks maternity leave. This maternity leave shall normally be taken within the period from six (6) weeks before the expected date of delivery to fifty-two (52) weeks after the commencement of the period of maternity leave. Where a Registered Health Practitioner certifies that absence from work is necessary on medical grounds an Employee may commence maternity leave up to twenty (20) weeks before the expected date of delivery.

Additional unpaid leave may be negotiated if the Employee's pregnancy results in a child with a severe disability or congenital illness.

22.2. Adoption Leave

An Employee who adopts a child less than five (5) years of age and who is the primary care giver is entitled to a period of up to fifty-two (52) weeks adoption leave, commencing from the date of placement of the child.

22.3. Conditions for Maternity and Adoption Leave

An Employee who has completed less than twelve (12) months service at the time the leave is to begin will be entitled to fifty-two (52) weeks unpaid maternity leave.

Where the staff member has completed twelve (12) months service at the time the leave is to begin, twenty-six (26) weeks of this maternity or adoption leave will be on full pay and the remaining twenty-six (26) weeks of maternity or adoption leave shall be unpaid. A second or subsequent period of maternity or adoption leave will apply only when the staff member has completed a minimum of twelve (12) months continuous service following return from a previous period of maternity or adoption leave (and any additional leave taken in conjunction with that maternity or adoption leave).

For part-time Employees, the paid portion of the leave will be paid at the proportionate fractional rate of pay.

By agreement between the staff member and their supervisor, the twenty-six (26) weeks paid maternity or adoption leave entitlement may be taken at fifty-two (52) weeks at half pay. All leave accruals will accrue at the rate applicable to the staff member prior to commencing parental leave and the Employer and Employee superannuation contributions during the period of paid maternity or adoption leave at half pay will be on a pro rata basis.

If requested by the staff member, any paid proportion of maternity or adoption leave may be paid in advance in the pay period prior to the commencement of the maternity or adoption leave.

22.4. Partner Leave

- i Employees are entitled to partner leave as follows:
- ii Where the staff member is not to be the primary care-giver of the child, they will be entitled to five (5) working days paid partner leave, to be taken during the period three months prior to and three months after the birth or placement of the child. For fractional or part-time Employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay. Monitoring and administration of partner leave will be the responsibility of the appropriate Division.
- iii Where the staff member is to be the primary care-giver of the child, she or he will be entitled to leave under subclause 22.4(ii) above, and a further unbroken period of up to fifty-one (51) weeks unpaid leave. If the Employee's spouse is employed by the University this entitlement shall be reduced by any period of maternity or adoption leave taken by the Employee's partner and shall not be taken at the same time as that maternity or adoption leave, except during the three weeks following the birth or placement of the child.

22.5. Child Rearing Leave

In addition to any other form of parental leave, a further fifty-two (52) weeks child-rearing leave without pay shall be made available to Employees by agreement with his or her Divisional Head, for the primary care of pre-school age children, up to the age of six (6) years.

A request for child rearing leave must be made at least three (3) months in advance of the planned commencement of leave.

In special circumstances staff may apply for an extension to child rearing leave beyond the fifty-two (52) weeks entitlement. Applications for any such extension must be made at least three months prior to the expiration of the period of child rearing leave, and will be assessed taking into account the special circumstances that apply. If any such extension is granted, the university and the staff member shall negotiate arrangements for return to work, and Clause 22.10.1 below shall not apply.

22.6. General Conditions of Leave

During any period of unpaid leave no leave will accrue. Superannuation contributions (both Employer and Employee) may be maintained by the staff member.

An Employee who has taken maternity leave shall not be eligible for partner leave in respect of the same child.

Where the Employee's spouse is employed by the University the Employee's unpaid maternity leave entitlement shall be reduced by any period of unpaid partner leave taken by the Employee's partner.

Adoption leave may be taken by either parent, but not by both concurrently.

Where the Employee's spouse is employed by the University the Employee's adoption leave entitlement shall be reduced by any period of fully paid adoption leave taken by the Employee's partner.

Adoption leave may not be accessed for a child who has been living with the partner of an Employee prior to the staff member adopting the child.

Appropriate certification relating to the birth or adoption of the child and, where appropriate, the Employee's legal responsibility must be produced if required by the University.

22.7. Fixed-term Appointments

Where an appointment has a fixed termination date, the Employee's entitlement to parental leave ceases from that date.

22.8. Casual Employment

By agreement with the Administrative Head, an Employee may return to work as a casual Employee during unpaid parental leave without breaking the period of parental leave or otherwise affecting the Employee's employment status.

22.9. Continuity of Service

Approved parental leave shall not break continuity of employment. A period of paid parental leave will count as qualifying service for all purposes. The portion of parental leave taken as unpaid leave shall not count as qualifying service, but will not be regarded as a break in service.

22.10. Resumption of duty

22.10.1. The parties agree that one of the benefits of providing effective leave around maternity and child rearing is to positively encourage staff to return to work in normal circumstances. Therefore the parties agree that good practice industrial principles should apply, including the principle that staff can return to their existing position and level or alternative position and level with no disadvantage after embarking on parental leave.

22.10.2. Except in the circumstances set out at Clause 22.5, an Employee returning to duty from parental leave shall be entitled to return to the position held immediately before taking parental leave. If that position no longer exists the University shall employ her/him in a position commensurate with the classification and duties for which s/he is qualified, provided that position is at the substantive level held prior to commencement of parental leave.

22.10.3. An Employee on parental leave will be consulted concerning any significant change in responsibilities of the position she or he held before commencing parental leave.

22.10.4. An Employee returning to duty after working a reduced time fraction because of the pregnancy shall be returned to the position and time fraction held immediately prior to working part-time.

22.10.5. Subject to operational requirements, the Administrative Head has the discretion to approve or decline requests from staff to return to work from a period of parental leave earlier than the date originally approved.

22.11. Part Time Return to Work

A full-time staff member on a period of parental leave, excluding child rearing leave in excess of twelve (12) months, may request to return to work on a part-time basis

A return to work on a part-time basis may commence no earlier than the completion of any paid component of parental leave.

Any arrangement for part-time return to work shall be for a defined period.

If it is not practicable for an Employee to resume work on a part time basis in the position which s/he previously occupied prior to taking parental leave, the staff member will be so advised. If in such circumstances the University identifies a suitable vacant position to which the staff member may be placed on a part time basis, and the staff member agrees, the staff member will be placed in the alternate position and be paid the appropriate fraction of the salary applicable to her/his former substantive position for the period of part-time parental leave.

At the conclusion of any part-time arrangement, the staff member shall return to her/his substantive position on a full-time basis. Where the staff member request to extend their part-time arrangement and the Administrative Head agrees, this may occur. However, any part-time arrangement exceeding twelve (12) months may see the staff member lose their entitlement to revert to full-time employment at the end of a part-time arrangement.

22.12. Use of Leave

The taking of paid parental leave does not reduce Employees' entitlements to annual leave or long service leave. Employees may elect to cover any of the period of unpaid parental leave with or add to their unpaid parental leave by taking annual and / or long service leave, during or adjacent to any period of unpaid parental leave. If such annual leave and / or long service leave are to be taken, the normal notice requirements for the taking of that leave apply.

22.13. Implementation

Employer and Employee contributions to superannuation shall continue during any period of paid parental leave.

Whilst an Employee is on parental leave, s/he will be protected against career disadvantage due to absence, by being eligible to:

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- access professional development opportunities, activities and functions; and
 - make application and be considered for promotion, internal jobs or secondment opportunities.

23. Short Leave

- i The Administrative Head may, upon sufficient cause being shown, grant an Employee short leave on full pay not exceeding two (2) consecutive working days or three (3) days in a calendar year.
- ii Short leave is not available to an Employee who works flexible working hours.
- iii Notwithstanding the provisions of Subclause 23(i) Employees whose flexitime credits are used to support a rostered day off shall be entitled to leave in accordance with the provisions of this clause.
- iv This clause does not apply to casual Employees.

24. Study Leave

Upon application an Employee may be granted time up to five (5) hours per week (inclusive of travelling time) paid time off to attend lectures and tutorials of approved courses of study held during normal working hours.

In every case approval for time off to attend lectures, tutorials and laboratory practicals will be subject to:

- i the University's convenience;
- ii the Employee undertaking an acceptable study load in their own time;
- iii the Employee making satisfactory progress with their studies; and
- iv the course of study being relevant to the Employee's career development and of substantial value to the University.

For the purposes of this clause, approved courses of study are:

- i Degree and/or Diploma courses conducted by The University of Western Australia, Murdoch University, Curtin University of Technology and Edith Cowan University;
- ii Diploma and/or Certificate courses conducted by the TAFE Colleges; and
- iii Such other courses and /or subjects as are approved by the University.

Employees will be granted time off with pay to sit for examinations of any approved course of study.

This clause does not apply to casual Employees.

PART III - SALARIES REMUNERATION AND ALLOWANCES

25. Payment of Salaries

Salaries shall be paid fortnightly by electronic funds transfer (EFT) to the credit of an Employee at a recognised financial institution nominated by the Employee and

approved by the University. The University may pay by cheque if it considers EFT impracticable or the circumstances exceptional.

Payment in lieu of an Employee's accrued entitlements on termination shall be made not later than in the next pay period by direct funds transfer to a recognised financial institution.

Provided that on retirement, payment of an Employee's accrued entitlements shall be paid prior to or on the date of the Employee's retirement.

26. Salary

Salary Increase

26.1. 2007 Increase

- a. On 3rd March 2007 the salaries payable under this agreement will increase by 2%.
- b. On 4th August 2007 the salaries payable under this agreement will increase by 2%.

26.2. 2008 Increase

On 21st June 2008 the salaries payable under this agreement will increase by 4%.

26.3. Salary Schedules

The salary schedules are reflected in Schedule 1 – Salaries

26.4. Salary Progression within a Level

An Employee shall, at the conclusion of each (12) month period, and subject to satisfactory Performance Development Review as assessed by the Employee's immediate supervisor and Divisional Head, be entitled to salary progression to the next salary point with the level appropriate to their appointment.

If progression is deferred the decision will specify the period of deferral, and any dates for review. The employee may request a review of the decision after 3 months from the date of deferral.

If a salary point is reinstated as a result of a review referred to above, this increase shall only be paid from the pay period in which it is reinstated.

The deferral of a progression shall not change the normal anniversary date of any further increase in salary within the level due to the employee.

27. Superannuation

The University will continue to make Employer contributions to the Employee's nominated approved superannuation fund for the life of this agreement.

Arrangements for payments will be:

- 17% Employer contributions for full-time and fractional time staff either on contracts of indefinite duration or fixed term contracts whose term equals or exceeds 3 years;
- Superannuation Guarantee Employer contribution:
 - for Employees whose term is less than three (3) years or;
 - for continuous Employees of less than 50% service fraction; or
 - casual Employees whose wages are \$450 or more per month; or
- 3% for all other casual staff.

The University offers choice of fund.

The University will comply with all Superannuation legislation as it applies.

28. Recovery of Outstanding Debts

The University may recover from any salary or other entitlement due to an Employee any outstanding debts, overpayments of salary and/or allowances or the monetary value of items of equipment issued to the Employee during the course of the employment and not returned.

Prior to instigating the recovery of such monies, the Employee shall be notified in writing of the amount to be recovered and provided with a verified statement setting out the components of the amount.

The University and the Employee may agree on regular fortnightly deductions of at least 2½% of the Employee's net salary. Provided that, as far as practicable, any such agreement will result in the overpaid salary and/or allowances) being repaid within the currency of the income tax year.

Notwithstanding any other provisions of this Agreement, the University may recover, from any salary or other entitlement due to an Employee on termination, any outstanding debts, overpayments of salary and/or allowances or the monetary value of items of equipment issued to the Employee during the course of the employment and not returned.

29. Flexible Remuneration

The Employee and the University may agree that the Employee's salary prescribed in Schedule 1 – Salaries be reduced to the extent necessary to provide a tax-effective package for the Employee containing the reduced salary and packaged items.

An Employee who negotiates a salary package will be required to enter into a Flexible Remuneration Agreement with the University in accordance with the Employee Benefits Guide as varied from time to time.

Notwithstanding the Employee's entry into a Flexible Remuneration Agreement, the Employee's salary rate for the purpose of calculating entitlements to:

- i overtime, shift penalty;
- ii outstanding leave being due on termination of employment;
- iii redundancy payments;
- iv early retirement payments;

shall be the rate prescribed in Schedule 1 – Salaries.

An Employee shall continue to be paid in accordance with the Flexible Remuneration Agreement during any paid leave.

30. Hours

Subject to this clause, the ordinary hours of duty shall be thirty-seven and a half (37 ½) hours per week to be worked in one period of seven and a half (7.5) hours per day (exclusive of the meal break) between the hours of 6.00 a.m. and 7.00 p.m. Monday to Friday inclusive.

The ordinary hours of duty may be varied by agreement between the Administrative Head, and the Employee(s) concerned. This can include working in accordance with any flexible working arrangement policy adopted by the University.

An interval of not less than thirty (30) minutes and not more than one (1) hour shall be allowed as an unpaid meal break.

Paid tea breaks of not more than ten (10) minutes shall be allowed for morning and afternoon tea.

Employees working overtime must have a meal break after each five (5) hours of work.

30.1. Shift Workers

30.1.1. Subclause 30.1 applies only to shift workers (other than security officers).

30.1.2. The ordinary hours of duty for shift workers shall be seventy-five (75) per fortnightly roster period to be worked in not more than ten (10) shifts each not exceeding ten and a half (10.5) hours duration (exclusive of meal breaks) on any of the days of the roster period; provided that no Employee shall be rostered for more than six (6) consecutive days in any roster period.

30.1.3. Fortnightly shift rosters, which coincide with the pay period, shall be available to Employees at least five (5) clear working days before the commencement of the roster.

- i) A shift roster may only be altered in circumstances which the Administrative Head could not reasonably have been expected to foresee.
- ii) When a shift roster is altered, the Employee concerned shall be notified of the changed shift twenty-four (24) hours in advance.
- iii) Where the required notice is not given, the Employee shall be paid overtime in accordance with the provisions of Clause 32 - Overtime for the duration of the changed shift. This paragraph shall not apply to an Employee who was absent from duty on the Employee's last rostered shift.

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- 30.1.4. An Employee shall not be rostered for duty until at least ten (10) hours have elapsed since the end of the Employee's previous rostered shift.
 - 30.1.5. An Employee shall not be rostered permanently on one shift unless the Employee so elects in writing.
 - 30.1.6. Subject to the approval of the Administrative Head, Employees may swap shifts or days off with other Employees provided that any excess hours worked shall not involve the payment of overtime.

30.2. Security Officers

- 30.2.1. Subclauses 30.2 applies only to Security Officers.
- 30.2.2. The ordinary hours of duty of Security Officers shall be seventy-five (75) per fortnight, (Saturday to Friday), to be worked in not more than 10 shifts per fortnight, not more than 8 hours in any one shift (exclusive of meal breaks), and not more than one shift in any twenty-four (24) hour period.
- 30.2.3. Thirty (30) minutes of each shift shall accrue towards a rostered day off to be taken in accordance with the Security Officer's roster.
- 30.2.4. The Administrative Head shall prepare a roster showing the shifts for each Security Officer. A Security Officer shall be given forty-eight (48) hours notice of any change in the roster.
- 30.2.5. The Administrative Head may give a lesser period of notice of a change in the roster to compensate for an unforeseen absence or emergency.
- 30.2.6. Where a Security Officer is rostered in an emergency, or to cover for an unforeseen absence, for a second shift without having had at least 10 hours break after the completion of his/her previous shift, then the second shift will be deemed overtime and paid in accordance with Clause 32 – Overtime.
- 30.2.7. An Employee shall not be rostered permanently on one shift unless the Employee so elects in writing.
- 30.2.8. Subject to the approval of the Administrative Head, Employees may swap shifts or days off with other Employees provided that any excess hours worked shall not involve the payment of overtime.

31. Shift Allowances & Additional Leave Entitlements

This clause applies only to shift workers.

An Employee required to work ordinary hours on an afternoon, night, weekend or Holiday shall, in addition to the ordinary rate of salary, be paid the following shift allowance:

- i Afternoon or night shift (per hour)
- ii 15% of the hourly rate of HEW Level 3.10
- iii Saturday shift: 50% of the hourly rate
- iv Sunday shift: 75% of the hourly rate
- v Holiday shift: 150% of the hourly rate

31.1. Provided that by agreement between the Administrative Head and the Employee, work performed during ordinary rostered hours on a Holiday, shall be paid for at time and a half with the Employee, in addition, having one (1) day added to his or her annual leave.

No more than five (5) additional days leave may be accumulated under this subclause.

31.2. An Employee rostered off on a Holiday shall be paid at ordinary rates for the day or, by agreement with the Administrative Head, shall have one (1) day added to his or her annual leave.

31.3. An Employee engaged on shift work who is rostered to work regularly on Sundays and/or Holidays is entitled to one week's additional annual leave.

31.4. If an Employee's shift ends at a time when no public transport is available, the Employee is entitled to a taxi fare from the University to the Employee's home. If the Employee uses his or her motor vehicle, the Employee shall be paid an allowance in accordance with Clause 38 – Motor Vehicle Allowance for the journey from the University to the Employee's home.

32. Overtime

32.1. Entitlement

All work performed at the direction of the University:

By an Employee who is not a shift worker:

- i before the normal starting time or after the normal finishing time on any weekday; or
- ii on a Saturday, Sunday or Holiday; or

By a shift worker:

- i before or after the ordinary rostered hours of duty on any working day; or
- ii on any day when rostered off duty;

is overtime and, subject to this clause, shall be paid at overtime rates.

An Employee may elect in writing to receive time off in lieu of payment for overtime in which case the time off shall be calculated in accordance with subclause 32.2.

No overtime shall be paid or time off in lieu (TOIL) granted for periods of overtime of less than thirty (30) minutes. Provided no Employee shall be directed to work for less than thirty (30) minutes.

32.2. Overtime Rates & Toil

Overtime shall be paid at the following rates:

- i on a weekday, time and a half for the first three (3) hours and double time thereafter;
- ii on a Saturday, time and a half for the first three (3) hours on any Saturday and double time thereafter or after 12 noon, whichever is the earlier;
- iii on a Sunday, double time;
- iv on a Holiday, double time and a half.

Where an Employee is required to work a continuous period of overtime which extends past midnight into the next day the time worked after midnight shall be included with that worked before midnight for the purpose of determining the overtime rate.

For the purpose of this clause the hourly rate shall not include any special allowance or higher duties allowance unless otherwise approved by the Administrative Head. Provided that a special allowance or higher duties allowance shall be included in the hourly rate when overtime is worked on duties for which the allowances are specifically paid.

32.3. Employee Required to Return to Duty

An Employee required to return to duty

- i on a Saturday, Sunday or Holiday shall be paid overtime at the prescribed rate for a minimum period of three (3) hours;
- ii before or after the prescribed hours of duty on any week day, shall be paid overtime at the prescribed rate for a minimum period of:
 - a. One and a half (1½) hours when prior notice has been given; or
 - b. Two and a half (2½) hours when prior notice has not been given.

For the purpose of this subclause, if an Employee is required to return to duty more than once, each duty period shall attract payment for the minimum period except where a second or subsequent return to duty is within any such minimum period.

This subclause shall not apply where:

- i it is customary for an Employee to return to the Employee's workplace to perform a specific duty outside the Employee's prescribed hours of duty;
- ii the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of the prescribed hours of duty; or

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- iii if the Employee is on call or required to remain available in accordance with Clause 33 – Out of Hours Contact.

32.4. Meal Break and Allowance

An Employee who works overtime between the hours of 7.00 am and 8.45 am, 12.00 noon and 2.00 pm or 5.15 pm. and 7.00 pm is entitled to an unpaid meal break of at least thirty (30) minutes.

Except in the case of an emergency, an Employee shall not be compelled to work more than five (5) hours' overtime without a meal break.

An Employee who works at least two (2) hours overtime shall be reimbursed for any meals purchased at the following rate:

Breakfast \$7.75 Lunch \$9.55 Dinner \$11.50 Supper \$7.75

An Employee who, having previously been notified of the requirement to work overtime, is no longer required, shall be reimbursed in accordance with this subclause, for any meal purchased in the expectation of working overtime.

32.5. Break Between Shifts

An Employee who works overtime beyond his or her normal hours of duty is entitled to a ten (10) hour break, without loss of salary, before starting his or her next shift.

If the Employee is required to continue or return to work without such break the Employee shall be paid at double the ordinary rate until released from duty for at least (ten) 10 consecutive hours.

This subclause does not apply to Employees on call or required to remain available in accordance with Clause 33 – Out of Hours Contact.

32.6. Overtime Away from the Usual Workplace

If an Employee is directed to work overtime at a place away from the Employee's usual workplace and the time spent travelling to and from that place is more than the time normally spent travelling to and from the usual workplace, the additional travelling time shall be paid as overtime.

32.7. Travel on Official Business Outside Normal Working Hours

An Employee required to travel on official business outside the Employee's normal working hours and away from the Employee's usual workplace shall be granted time off in lieu calculated in accordance with this subclause.

Other than where the exceptions below apply, for time actually spent travelling outside the Employee's normal working hours, and provided the travel is undertaken at the direction of the Administrative Head, the Employee shall be granted:

- i an equivalent period of time off in lieu for travel on a weekday;
- ii time off in lieu at time and a half for travel on a weekend or Holiday.

Provided that time off in lieu will not be granted for periods of thirty (30) minutes or less and no more than eight (8) hours time off in lieu may be accrued in one day.

Time off in lieu shall not be granted, nor shall any payment be made, for time spent travelling:

- i by plane or train between the hours of 11.00 pm and 6.00 am;
- ii by ship when meals and accommodation are provided; or
- iii as a result of the Employee's permanent transfer or promotion to a new location.

Time spent travelling outside of the Employee's ordinary hours of duty in which the Employee is required to drive a vehicle belonging to the University or the Employee shall be deemed overtime and paid in accordance with subclause 32.2.

32.8. Some Employees Not Entitled To Overtime or TOIL

The following Employees are not entitled to any overtime or time off in lieu under this clause:

- i an Employee whose salary, and any allowance in the nature of salary, exceeds the salary prescribed in Schedule A for Level 7 step 40;
- ii a field Employee or Employee whose work is not subject to close supervision;
- iii an Employee whose salary includes specific provision in respect of overtime;

Provided that:

- i if the Administrative Head considers that the nature of the duties required or other circumstances warrant it; or
- ii if, in the case of an Employee whose work is not subject to close supervision, the Employee is directed by the Administrative Head to carry out specific duties which necessitate the working of overtime and the overtime can reasonably be determined;
- iii the Employee shall, notwithstanding paragraph (i), be paid overtime or be granted time off in lieu calculated in accordance with subclause 32.2.

An Employee required by the Administrative Head to be directly associated with the performance of a University sponsored live theatre production, who is not part of the production team, is not entitled to overtime or time off in lieu for any work performed on the day of the production necessary to present the performance.

Such persons typically include ushers, ticket sellers, casual parking attendants, lighting and audio crews.

32.9. Commuted Overtime Allowance

By agreement between the Employee and the University, in areas where it is an inherent part of the job to be available outside the span of hours, Employees may be paid a commuted overtime allowance in lieu of the provisions of this Clause.

32.10. Reasonable Overtime

The University may require staff to work reasonable overtime at overtime rates. Staff may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- i Any risk to Employee health and safety;
- ii The Employee's personal circumstances including any family responsibilities; and
- iii The notice (if any) given by the University of the overtime and by the Employee of his or her intention to refuse it.

33. Out of Hours Contact

An Employee is "**on call**" when instructed in writing to remain at the Employee's residence or otherwise to be immediately contactable by telephone or pager outside the Employee's normal hours of duty in case of a call out requiring an immediate return to duty.

An Employee is required to remain "**available**", for the purpose of this clause, when instructed in writing to remain available and in a fit state, outside the Employee's normal hours of duty, for a recall to duty.

An Employee required to remain available must remain contactable but is not required to remain at a particular place or within the immediate vicinity of a telephone or pager.

An Employee who carries a pager or provides his or her telephone number to the University in the event that he or she may be needed for casual contact or recall is not required to remain available for the purpose of this clause.

Except as agreed between the Administrative Head and the Employee, an Employee required to be on call or to remain available shall be paid the following hourly rate:

33.1. On call

Level 4 (minimum) weekly rate	x	$\frac{1}{37.5}$	$\frac{18.75}{100}$
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33.2. Availability

Level 4 (minimum) weekly rate	x	$\frac{1}{37.5}$	$\frac{18.75}{100}$	x	$\frac{50}{100}$
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Provided that the Employee is not entitled to be paid under this clause for any period in which the Employee is recalled to duty and paid overtime or granted time off in lieu in accordance with Clause 32- Overtime.

Where an Employee, rostered on call or required to remain available, is recalled to duty, the time spent travelling to and from the work shall be paid as overtime.

When an Employee is rostered on call or required to remain available and the means of contact is to be by telephone the University shall:

- i if the telephone is not already installed, pay the cost of the installation; and

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- ii if the Employee pays or contributes towards the rental of the telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven (7) days or part thereof on which an Employee is on call or required to remain available; or
 - iii If the Employee is regularly on call or required to remain available as a usual feature of the Employee's duties, pay the full amount of the telephone rental.

An Employee shall be reimbursed the cost of all telephone calls made on behalf of the University as a result of being on call or available.

Employees shall, where practicable, be periodically relieved from any requirement to be on, on call or available.

No Employee shall be placed on call or required to be available after the last working day before a period of annual or long service leave.

34. Employees Eligible for a Supported Wage

This clause defines the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause the following definitions will apply:

- i "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award/agreement wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- ii "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- iii "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- iv "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

34.1. Eligibility Criteria

- i Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this award/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.
- ii This clause does not apply to any existing Employee who has a claim against the University which is subject to the provisions of workers' compensation legislation.

34.2. Supported Wage Rates

- i Employees to whom this clause applies shall be paid a percentage of the minimum rate of pay prescribed by this Agreement for the class of

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- work which the person is performing according to the Employee's productive capacity assessed in accordance with subclause 34.3.
 - ii Provided that the minimum amount payable shall be in accordance with national supported wage award rates as amended from time to time.
 - iii Where a person's assessed capacity is ten (10) per cent or less the person shall receive a high degree of assistance and support.

34.3. Assessment of Capacity

For the purpose of establishing the percentage of the classification rate to be paid to an Employee, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- i the Administrative Head in consultation with the Employee; or by
- ii the Administrative Head and an accredited assessor agreed to by the Employee, in consultation with the Employee.

34.4. Lodgement of Assessment Instrument

- i All assessment instruments under the conditions of this clause, including the appropriate percentage of the classification rate to be paid to the Employee, shall be lodged by the University with the Registrar of the Australian Industrial Relations Commission.
- ii All assessment instruments shall be agreed and signed by the parties to the assessment.

34.5. Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

34.6. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provision of the clause will be entitled to the same terms and conditions of employment as all other Employees covered by this award/agreement, but be paid at the rate of wage as determined in accordance with this clause.

34.7. Workplace Adjustment

Where the University engages Employees under this clause it shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

34.8. Trial Period

In order for an adequate assessment of the Employee's capacity to be made, the University may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the Employee during the trial period shall be no less than that specified at subclause 34.2.

Work trials should include induction or training as appropriate to the job being trialed.

Where the University and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause 34.3 of this clause.

- 34.9.** The conditions of employment, as agreed, to apply during a trial period or in a continuing employment relationship shall be documented and a copy shall be provided by the University to the Employee.

35. First Aid Allowance

Employees shall be paid a First Aid Allowance of \$10.50 per week provided that they:

- i Hold either a current St John Ambulance First Aid Training Certificate or Red Cross Australia First Aid Training Certificate, and
- ii Are nominated by the University as a First Aid Attendant.

Part time staff shall be paid this allowance on a pro rata basis.

36. Higher Duties and Special Allowance

An Employee requested by the Administrative Head and who agrees to act in a higher classified position for six (6) or more working days in any calendar year shall be paid an allowance equal to the difference between the Employee's salary and the salary applicable to the position in which the Employee is acting.

If the Employee does not perform the full duties of the position in which the Employee is requested to act, or two (2) or more Employees perform the duties, the Administrative Head shall determine and pay a proportion of the allowance.

The Employee shall be advised of the duties and responsibilities of the position he/she is to carry out and the proportion of the allowance to be paid.

An Employee who acts in a higher classified position for twelve (12) months will have their higher duties allowance increased to reflect movement to the next

highest point in the salary range of the higher classified position, in line with normal salary progression processes.

An Employee who at the time of taking paid leave, has been receiving a higher duties allowance for a continuous period of twelve (12) months, shall continue to be paid the allowance for the first four (4) weeks of that period of leave. This will also apply to an Employee in receipt of a higher duties allowance for less than twelve (12) months if, during the Employee's absence, no other Employee acts in the position in which the Employee was acting immediately before taking leave, and the Employee resumes in the position immediately after that leave.

37. Temporary Special Allowance

An Employee requested by the Administrative Head to undertake a project or other special duties in addition to, or in lieu of his or her normal duties, may, at the discretion of the Administrative Head, be paid a temporary special allowance (TSA). The value of the allowance will normally not exceed 30% of the Employee's base salary.

A TSA may be approved for the length of the project, or for up to twelve (12) months at a time for additional duties. The specific duties required for the TSA and the completion date must be provided to the staff member by the appropriate supervisor.

Further applications for extension may be approved, at the discretion of the Administrative Head, but careful consideration should be given as to whether or not the additional duties required are still temporary or if a reclassification of the position would be more appropriate.

A TSA is intended only to reward staff for undertaking work that is not normally part of their substantive position.

An Employee who at the time of taking paid leave, has been receiving a temporary special allowance for a continuous period of twelve (12) months, shall continue to be paid the allowance for the first four (4) weeks of that period of leave.

38. Motor Vehicle Allowance

38.1. Definitions

“Immediate supervisor” means the administrative head or manager or head of school that is responsible for the management of the Employee.

“Private use vehicle” means a vehicle that does not belong to or is leased by the University.

“Hire vehicle” means a motor vehicle, caravan or trailer that is hired from a business other than the University.

“Metropolitan area” means the area within 50 kilometre radius of the Perth GPO.

“Majority of the State” means the area below 23°south latitude, excluding the Metropolitan and South West Land Division.

“South West Land Division” means outside the Metropolitan area and can include 100 kilometres at the Metropolitan rate and the remainder at the South West Division rate.

38.2. Reimbursement for Private Use of Vehicle

An Employee who, at the request of immediate supervisor, uses his/her private motor vehicle to travel on University business shall be reimbursed a dollar value per kilometre travelled for the trip as specified in the rates table plus any additional costs incurred in running the vehicle for the purpose of official University business.

Reimbursement for use of private vehicle needs to be approved in advance by an Employee’s immediate supervisor. In exceptional circumstances submitted by the Employee the immediate supervisor may approve reimbursement of costs incurred after the travel.

Where the Employee is required by the University to tow a caravan or trailer, then an additional amount as set out in the table below will also be applied.

The Employee will provide the University with a log of the travel arrangements and include the nature of the business, referencing any out of hours worked and kilometres covered with the vehicle before the claim will be processed.

Should an Employee be unable to use the University vehicle due to a disability, the University may authorise the use of a modified vehicle on University business in advance.

Where the Employee is required to hire a vehicle the University will cover the hire costs including appropriate level of insurances.

Where an Employee travels from one area into another the reimbursement will be calculated for the amount of kilometres travelled in each area.

In place of the reimbursement, the Employee’s immediate supervisor may authorise a commuted allowance, based on the rates table, for the hire of the motor vehicle or other conveyancing required by the Employee on University business.

38.3. Reimbursement Rates

As a guide the following rates in cents per kilometre will apply

Area	≤1600cc	>1600cc & ≤2600cc	>2600cc	Towing a Caravan	Motorcycle
Metropolitan	50	60	69	1.0 in addition to motor vehicle rate applicable	17.8
Majority of State	52.4	62.9	73.7		
S/West Land	51	61.1	71.5		
North of 23°sth lat	56.4	67.3	78.7		

39. Camping Allowance

Employees shall be paid the following allowance for each day that they are required to stay in a camp of a permanent nature;

	South of 26° South Latitude	North of 26° South Latitude
Cook provided by the University	\$29.30	\$35.20
No cook provided by the University	\$39.05	\$44.95

Employees shall be paid the following allowance for each day that they are required to stay in a camp away from a permanent camp site;

	South of 26° South Latitude	North of 26° South Latitude
Cook provided by the University	\$48.80	\$54.70
No cook provided by the University	\$58.60	\$64.50

An Employee shall receive half of the prescribed camping allowance for a day where they:

- i arrive at a campsite after 12 noon or
- ii depart a campsite before 12 noon.

An Employee is only entitled to half of the prescribed allowance if the University provides food or meals free of charge.

In addition to being paid the prescribed camping allowance:

- i an Employee that is provided with a caravan will be reimbursed for any caravan park fees incurred.
- ii an Employee that is required to hire camping equipment shall be reimbursed for any reasonable and appropriate costs incurred.

An Employee who occupies a house is not entitled to receive a camping allowance.

Unless approved by the Administrative Head, an Employee is only entitled to receive a camping allowance for up to a maximum of ninety-one (91) consecutive days.

Any period of reimbursement of Travel Expenses under Clause 40 shall count towards the ninety-one (91) consecutive days.

Employees shall not be eligible for a camping allowance for periods in which they claim re-imbursement of Travel Expenses under Clause 40.

An Employee shall be paid the appropriate camping allowance on Saturdays and Sundays if they are available for work immediately before and after those days, regardless of if the Employee does not spend the whole or part of the weekend in camp. However, the allowance shall not be paid on Saturdays and Sundays if the Employee is reimbursed for Travel Expenses under Clause 40.

On reviewing any claim, the Administrative Head may determine an allowance other than as prescribed in this clause.

40. Travel Expenses

In addition to salaries and other allowances prescribed by the Agreement the University shall pay to staff reasonable expenses actually incurred during, or in the course of, authorised travel on university business. The University can require reasonable proof of expenditure as a condition for making payment.

The University shall determine the method of payment, which may be cash paid in advance or on substantiation, or the use of credit or debit cards in the name of the university or some other commercially recognised method of re-imbursement.

The intent of this clause is to prevent staff from being out of pocket or being required to draw on their own funds temporarily or otherwise in the event of necessity or in the ordinary course of travel.

With respect to local, state, interstate or overseas travel, the items of expenditure can include, but are not limited to:

- i Accommodation and meals for overnight stays
- ii Meals during travel
- iii Attendance at courses or conferences or meetings, including where the fee includes accommodation or meals
- iv Transportation during courses of travel or
- v Incidental expenses, like business phone calls or emails, laundry or dry-cleaning.

Reimbursement of expenses under this clause shall not be suspended if an Employee becomes ill or injured during or in the course of the travel.

PART IV – RESOLVING WORKPLACE ISSUES

41. Managing Organisational Change

41.1. Principle

The sound management of organisational change is important for the operational performance and the working environment of the University. In line with the spirit of collegiality, consultation shall be held with Employees prior to any decision to make organisational change.

When organisational change is proposed, all relevant Employees directly affected by the change (including those on paid or unpaid leave) and, where they choose, their Employee Representative, have a right to engage in the consultation process.

41.2. Definitions

“Organisational change” is defined as change that has an impact on the way work is performed with significant effects on University staff. Significant effects can be defined as:

- redundancy;
- major changes in the composition, operation or size of the Employer's workforce or in the skills required;
- the elimination or diminution of career path opportunities,
- the significant alteration of hours or the pattern of hours of work; and
- the need for significant skills retraining or transfer of Employees to other campuses.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

“Formal consultation” shall include but not be limited:

- to the provision of documentation setting out the change to affected Employees and where they choose their Employee Representative. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information;
- provision of opportunity for written responses or alternatives from affected Employees and, where they choose, their Employee Representative;
- meetings of management, Employees and, where they choose, their Employee Representative, to discuss and examine the change proposal and alternatives; and
- The ongoing provision of information to Employees and where they choose their Employee Representative over the duration of the change process.

41.3. Consulting on Organisational Change

When the University proposes to make any change that is likely to have significant effects on its Employees, it will notify the affected Employees and where they choose their Employee Representative about the proposed changes and the timetable for consultation. The University shall engage in 'formal consultation' with the Employees potentially affected by the change. The 'formal consultation' process shall be no less than ten (10) working days.

The intent of a consultation process is to provide Employees and where they choose their Employee Representative with a genuine opportunity to influence the decision maker. Consultation does not remove the University's prerogative to manage and implement change, but allows for a better informed decision making process.

The University shall give serious consideration to the issues raised by all participants in the consultation process.

41.4. Implementing Organisational Change

Where a definite decision is made to implement organisational change the University will consult with Employees who may be affected, and where they choose their Employee Representative about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected Employees.

Consultation on the organisational change implementation process shall be no less than ten (10) working days.

42. Workplace Consultation

42.1. Quarterly Open Forum

The University will conduct an open staff forum approximately every three months, chaired by the Deputy Vice Chancellor Corporate, or another member of Senior Executive. Staff representatives may attend where requested by an Employee.

The forum will provide an opportunity for briefings on University-wide issues and for staff to receive information and to provide feedback on issues that are likely to have significant working life consequences.

42.2. General Staff Consultative Group (GSCG)

The GSCG will provide an open forum to raise and discuss workplace relations issues.

The GSCG will meet on a quarterly basis or as mutually agreed.

42.3. Composition of the General Staff Workplace Staff Consultative Group

The GSCG comprises:

Director Human Resources (or nominee) as Chair

Three (3) nominees of the Chair

Three (3) Employee nominees from the Unions: one (1) from the CPSU, one (1) from the NTEU and one (1) from the LHMU; and

Three (3) elected Employee Representatives.

Members shall be appointed for the life of the Agreement.

42.4. Elections

Where an elected member resigns during their term and a vacancy is created, endeavours will be made to fill the vacancy as soon as practicable. The process of the election will be consistent with that used to select the initial elected members.

42.5. Time Release

Subject to the operational requirements of the University, time release shall be provided to Employee Representatives of the GSCG to perform the functions set out in this clause.

43. Resolution of Disputes

Disputes arising under this agreement about the meaning and application of the agreement shall be dealt with under this procedure. At any stage in the dispute an Employee may seek advice and/or representation from their Employee Representative.

Step 1- Defining the Dispute

The party raising the dispute must succinctly and clearly set out, in writing, the nature of the dispute and the specific actions or outcomes that they consider would resolve the dispute to their satisfaction. A dispute will not be considered to have commenced until this step has been undertaken.

Step 2- Attempt at Local Level Resolution- (Five (5) days)

The dispute shall first be discussed between the affected Employee and immediate supervisor or other appropriate Employee of the University, within five (5) working days of the dispute being commenced.

Step 3- Attempt at Senior Level Resolution (Five (5) days)

If the dispute is not resolved under Step 2, and the initiating party wishes to continue the dispute, it will be referred to an appropriate senior level of management, for an attempt at resolution within five (5) working days.

Step 4- Mediation/Conciliation

If the dispute is not resolved under Step 3 it may be referred to the Australian Industrial Relations Commission for mediation and/or conciliation.

The Commission's aim in this step must be to bring the dispute to a full resolution within the shortest reasonable time frame.

Step 5- Arbitration

If the dispute is not resolved under Step 4 each party to the dispute shall make an offer of resolution in writing, setting out their final position. A party may accept the offer of the other party in which case the dispute is finalised.

If no resolution occurs the matter may be referred for arbitration.

In arbitrating a matter the Commission may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions, as are necessary to bring the matter to an expeditious hearing and determination.

Normal Business Continues

While the dispute settling procedure is underway the University and Employees will continue business in the normal manner, which would include, in cases pertaining to organisational change, preparation for the introduction of the change. Where change in an Employee's circumstances is at the heart of the dispute the University will not alter those circumstances in any way that is likely to prejudice the Employee.

44. Managing Redundancy, Transfer and Redeployment

44.1. Definitions

For the purposes of this clause:

“Redundant position” is where the University has identified a position that is surplus to needs or no longer required for reasons of economic, technological, structural or similar nature.

“Redeployment” means where an Employee, whose position is considered redundant is transferred to another role consistent with the Employee’s skills.

“Substantive position” means the position occupied by the Employee prior to the advent of a transfer or redundancy affecting that Employee.

“Substantive rate of pay” means the rate of pay at the time the Employee was notified of a transfer or their position became redundant.

“Suitable alternative position” means a position as an Employee of the University that:

- i has employment conditions comparable to that of the Employee’s substantive position;
- ii requires similar experience, qualifications and skills including where a reasonable level of retraining provided by the University may be required;
- iii the ordinary hours of duty and pattern of hours are reasonably similar to those worked by the Employee in the redundant position;
- iv is within a reasonable commuting distance of the Employee’s place of residence in the case of relocation between campuses.

“Salary maintenance” is where the University provides for the Employee to maintain their substantive rate of pay, as defined in this clause, and salary horizon.

44.2. Notice of Redundancy

Where a decision is made to make a position redundant, the University will give at least fourteen (14) days advance written notice to the employee concerned that their position will become redundant and will outline the reason(s) for the redundancy. Employees are entitled to be represented by their Employee Representative throughout this process.

44.3. Transfer in the Event of Redundancy

44.3.1. Where the University has confirmed that a position is redundant, or is to become redundant, the University is entitled to transfer the Employee whose position is made redundant, to a suitable alternative position.

44.3.2. Where the proposed transfer is to a position of lower salary or classification the University will utilise salary maintenance so the Employee is not financially disadvantaged.

44.3.3. Where the Employee identifies, within ten (10) working days of being advised of a transfer under this clause, any issue which

may indicate a valid and significant detrimental impact on themselves due to the transfer, the University will take this into account in deciding whether or not the transfer should proceed.

Any dispute arising as to whether or not the transfer should proceed will be dealt with under Clause 43: - Resolution of Disputes of this Agreement.

- 44.3.4.**
- a. The Employee may request a review by the University, within thirteen (13) weeks of the transfer where:
 - the question of whether the position is a suitable alternative position: or
 - where the Employee indicates a valid and significant detrimental impact of the transfer has emerged.
 - b. Subject to [c] any dispute over the outcome of the Review can be dealt with under the Resolution of Disputes clause.
 - c. Where the question of transfer of the Employee to the position has already been dealt with under the Resolution of Disputes Clause, there will be no further access to the Resolution of Disputes Clause unless the Employee has identified valid and significant detrimental impacts which have not previously been raised and which could not have reasonably been identified prior to the transfer.
 - d. The University's decision on the review will be final.

44.4. Redeployment:

- 44.4.1.** An Employee who has been advised in writing by the University that their position will become redundant, and who has not been transferred subject to subclause 44.3 will, on the day their position is abolished, enter into a twenty-six (26) week redeployment period, where the University will attempt to redeploy the Employee into a suitable alternative position by agreement between the University and the Employee.
- 44.4.2.** During the redeployment period, either the Employee or University may terminate the appointment at any time, in which case the Employee receives the severance payments prescribed in subclause 44.5.
- 44.4.3.** During the Redeployment Period the Employee shall be:
- i allowed reasonable time to attend interviews outside the University.
 - ii allowed reasonable time off with pay to attend short training courses to improve their prospects of gaining alternative positions.
- 44.4.4.** At the end of the redeployment period, if the Employee has not been placed in a substantive position, the University may terminate that Employees employment with one (1) weeks notice, at which point the Employee will receive the severance payments prescribed in subclause 44.5.

44.5. Severance Payments

- 44.5.1. The severance payments payable under this clause are:
- i an amount equal to three (3) weeks' salary for each completed year of service up to a maximum of sixty-three (63) weeks' salary; and
 - ii an amount equal to twenty-six (26) weeks ordinary salary as an additional redundancy payment, less any ordinary salary paid to the Employee during the redeployment period; and
 - iii accrued and pro-rata long service leave entitlements, provided that the Employee has completed not less than three (3) years' continuous service; and
 - iv accrued and pro-rata annual leave and leave loading entitlements.

44.6. Transmission of Business

- 44.6.1. The University may at any time receive an offer of alternative employment from an Employer other than the University, for an Employee in lieu of redeployment. Such an offer may, for example, be received from an Employer to whom the University wishes to transmit all or a part of its business.
- 44.6.2. An Employee may decline an offer of alternative employment from an Employer other than the University, in which case the Employee shall be advised that their position is redundant, and the process outlined for redeployment in subclause 44.4 will apply.
- 44.6.3. An Employee who accepts an offer of alternative employment from an Employer other than the University under this subclause is not entitled to severance pay but shall, on leaving the employ of the University, be paid:
- i. accrued and pro-rata long service leave entitlements, provided that the Employee has completed not less than three (3) years' continuous service; and,
 - ii accrued and pro-rata annual leave and leave loading entitlements.

45. Grievance Resolution

45.1. Definitions

“Grievance” shall mean any type of problem, concern or complaint related to work, workload or the work environment. A grievance can be brought about any act, behaviour, omission, or situation that has occurred but not about any matter covered by a separate review process under this Agreement.

45.2. Grievance Resolution Process

The University shall maintain a grievance resolution process which can be accessed by Employees.

In dealing with a grievance the University shall ensure that:

- i an Employee raising a grievance receives a fair hearing; and
- ii the interests of all parties are given proper consideration.

A grievance raised by an Employee should be dealt with locally, speedily and confidentially in the interest of all parties.

An Employee involved in a grievance may seek support or assistance from an Employee Representative, but must remain personally involved in the resolution process.

A stepped approach shall be applied where first local supervisors or line managers take responsibility for the resolving the grievance, and where appropriate, draw on professional services such as the University's Employee Assistance Program provider, and the services of the University's Human Resources section.

45.3. Time Frame

Where a local level resolution does not resolve the matter within five days, the Employee, or the Employee's chosen representative may request a conference of the parties to the grievance. The conference will be held within five (5) days of the request being made or as otherwise agreed.

45.4. Other Jurisdictions

This clause shall not preclude an aggrieved Employee from making a claim within the jurisdiction of a relevant statutory court, tribunal, authority or commission.

Nothing in this clause can be taken to extend the scope of matters which can be dealt with under the Resolution of Disputes Clause 43.

46. Workplace Safety and Health

The University will strive to provide a safe and secure workplace in compliance with Occupational Health & Safety legislation and therefore conducts safety audits and training programs and issue safety procedures. Employees shall take reasonable care to ensure their own safety and health and that of others in the workplace including following safety procedures.

Employees must use safety and protective equipment or clothing provided in the designated manner. Employees have obligation to become familiar with and comply with the University's health and safety rules, attend training and follow procedures. If an Employee exhibits wilful non compliance with the rules and procedures action may be taken.

Employees must report as soon as possible to management any accidents, incidents or hazards arising during the course of the Employee's employment.

PART V - EMPLOYMENT AND RELATED MATTERS

47. Aboriginal and Torres Strait Islander Employment Strategy

47.1. Objectives

The University recognises that consistent with principles of Aboriginal and Torres Strait Islander self-determination, social and restorative justice, and cultural affirmation, the development and implementation of an of Aboriginal and Torres Strait Islander employment strategy would seek to:

- maximise staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander knowledge, independence, remuneration, job security and self sufficiency;
- increase, encourage and foster Aboriginal and Torres Strait Islander employment and participation at all levels of work activity;
- facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander Employees in determining their own career strategies, goals and objectives.

47.2. Strategy

The University affirms its commitment to continuing to develop and review the Indigenous Employment Strategy 2003-2007 in consultation with the Indigenous Australian Staff Consultative Group. In addition the University will apply best endeavours to actively provide employment for Aboriginal and Torres Strait Islander people for the life of this Agreement through accessing a number of community and government programs such as cadetships, traineeships and work experience opportunities.

48. Contract of Employment

48.1. Written Advice on Appointment

Upon engagement, an Employee shall be advised in writing of:

- i the category of employment;
- ii the classification level and salary of the Employee on commencement, and the hours to be worked;
- iii the length and terms of any period of probation;
- iv the major duties and responsibilities attaching to the position to which the Employee has been appointed; and
- v for a fixed term Employee, the starting and finishing dates of that employment (or in lieu of a finishing date, the circumstance(s) or contingency upon the occurrence of which the term of the employment shall expire).

48.2. Probation

An Employee shall, in the first instance, be appointed on probation for a period not exceeding three (3) months, unless the University determines that probation is unnecessary. Prior to the expiry date of the period of probation the Administrative Head will consider the probation review report and shall take one of the following actions:

- i confirm the appointment; or

-
- ii terminate the services of the Employee.

This subclause shall not apply:

- a. to a fixed term Employee on a second or subsequent fixed-term contract with the University unless the Employee has been engaged to work in a different Division; or
- b. to a casual Employee.

48.3. Work Outside the University

Subject to this subclause, the University recognises that Employees have a right to pursue additional work opportunities outside the University.

While employed by the University the Employee must devote the whole of his/her time, attention and skill during working hours to the performance of his or her duties.

An Employee may engage in outside work with another Employer, or on his or her own behalf, subject to the following conditions:

- i the Employee other than a casual staff member must advise the Administrative Head;
- ii the outside work must not interfere with the performance of the Employee's duties for the University;
- iii the outside work should not involve the use of University resources;
- iv the outside work must not give rise to a conflict between the Employee's duty to the University and the Employee's own interests or the interests of the other Employer.

48.4. Transfer

48.4.1. Definitions

For the purposes of this clause:

“Suitable alternative position” means a position as an Employee of the University that:

- i has employment conditions comparable to that of the Employees substantive position;
- ii requires similar experience, qualifications and skills including where a reasonable level of retraining provided by the University may be required;
- iii the ordinary hours of duty and pattern of hours are reasonably similar to those worked by the Employee in the redundant position;
- iv is within a reasonable commuting distance of the Employee's place of residence in the case of relocation between campuses.

“Salary maintenance” is where the University provides for the Employee to maintain their substantive rate of pay and salary horizon.

“Substantive position” means the position occupied by the Employee prior to the advent of a transfer affecting that Employee.

“Substantive rate of pay” means the rate of pay at the time the Employee was notified of a proposed transfer.

48.4.2. Transfer

48.4.2.1. The University shall be entitled to transfer an Employee to a suitable alternative position within the University.

48.4.2.2. Where the proposed transfer is to a position of lower salary or classification the University will utilise salary maintenance so that the Employee is not financially disadvantaged.

48.4.2.3. Where an Employee identifies, within ten (10) working days of being advised of a transfer under this clause, any issue which may indicate a valid and significant detrimental impact on themselves due to the transfer, the University will take this into account in deciding whether or not the transfer should proceed.

48.4.2.4. Any dispute arising as to whether or not the transfer should occur will be dealt with under Clause 43 - Resolution of Disputes, of this Agreement.

48.5. Suspension

If the University considers such action warranted, it may suspend an Employee from duty with pay.

If the University suspects an Employee of serious misconduct it may suspend the Employee from duty without pay pending an inquiry into the Employee's conduct. If the Employee is subsequently cleared of serious misconduct, the Employee's pay for the period of the suspension shall be restored.

The University must within two (2) days of suspending an Employee from duty advise the Employee in writing of the reasons for the suspension and the action proposed to be taken.

48.6. Notice of Termination

48.6.1. Full and Part Time Employees

Except as provided in this clause, the Employee or Employer may terminate the Employee's contract of service by giving four (4) weeks' notice in writing or by the payment or forfeiture, as the case may be, of an amount equivalent to four (4) weeks' salary.

If the Employee is over forty-five (45) years old and has more than two (2) years' continuous service with the University, the University must provide an additional week's notice.

48.6.2. Probationary Employees

During the probationary period, the Employee or Employer may terminate an Employee's contract of service by giving two (2) weeks' notice in writing or by the payment or forfeiture, as the case may be, of an amount equivalent to two (2) weeks' salary.

48.6.3. Casual Employees

The Employee or Employer may terminate the contract of service of a casual Employee by the giving of one hour's notice by either party, or by the payment or forfeiture, as the case may be, of an amount equivalent to one hour's salary.

49. Part Time Employment

Part-time employment is defined as regular and continuing employment for less than thirty-seven and a half (37.5) hours per week and does not attract a casual loading.

A part time Employee shall receive on a pro-rata basis equivalent pay and conditions to those specified in this Agreement for full time Employees.

A part time Employee shall not be granted paid leave in respect of day(s) or hours on which the Employee does not normally work.

Each part-time arrangement shall be confirmed in writing.

No fulltime Employee will be converted to part time employment without her/his prior agreement in writing

49.1. Hours of Duty

49.1.1. The parameters for the working of "ordinary hours" shall be In accordance with Clause 30 Hours.

49.1.2. The University shall specify in writing the total number of hours to be worked per week before a part-time Employee commences duty.

49.1.3. There may be exceptional reasons for temporary variations to an Employee's working hours. Since the usual reasons for seeking part-time employment are because of other commitments, any variations must be agreed to in writing by the part-time Employee.

49.1.4. If agreement is reached to vary an Employee's ordinary working hours pursuant to this subclause:

- i time worked to seven and a half [7½] hours on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
- ii overtime shall not be payable unless the total time worked on any day exceeds eight (8) hours.

-
- iii additional days worked, up to a total of five (5) days per week, are also regarded as an extension of the contract and should be paid at the normal rate.

49.2. Annual Increments

A part-time Employee shall be entitled to annual increments subject to meeting the usual performance criteria.

49.3. Leave

Payment to an Employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the Employee's ordinary working hours during the accrual period.

Personal leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the Employee not been on such leave.

49.4. Holidays

A part-time Employee shall be allowed the prescribed Public Service Holidays without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part-time Employee.

49.5. Right of Reversion of Employees

49.5.1. Where a full-time Employee is permitted, at his or her initiative, to work part-time for a period no greater than twelve (12) months in the position he or she occupied on a full time basis before becoming part-time, that Employee has a right (upon written application) to revert to full-time hours in that position or a position of equal classification as soon as is deemed practicable by the University, but no later than the expiry of the agreed period.

49.5.2. A full-time Employee who is permitted at his or her initiative to work part-time for a period greater than twelve (12) months in the position he or she occupied on a full-time basis before becoming part-time, may apply to revert to full-time hours in that position but only as soon as is deemed practicable by the University.

This should not prevent the transfer of said Employee to another full time position at a salary commensurable to that of his or her previous full-time position.

49.5.3. A part-time Employee who was previously a full-time Employee within the University who occupies a part-time office and who desires to revert to full-time employment will:

- i be required to seek promotion or transfer to full-time position by applying for advertised vacancies, and/or
- ii by notifying the Administrative Head of the desire to revert to full time employment.

Nothing in this subclause shall prevent the University, with the written consent of the Employee and agreement of the respective Administrative Head transferring that Employee to a full-time position at a level less than the Employee's substantive level.

- 49.6.** Prior to effecting the transfer of a part time Employee the Administrative Head shall:
- i notify the Employee of the specific position to which the University proposes to transfer the Employee; and
 - ii obtain the written consent of the Employee to his or her transfer to that position.

50. Casual Employees

- 50.1.** A casual Employee shall be paid per hour 1/75th of the ordinary fortnightly salary for the classification in which the casual Employee is employed plus a 23% loading in lieu of leave and Holiday entitlements and the casual nature of the employment.
- 50.2.** A casual will be employed for a minimum of three (3) hours unless the Employee is a Murdoch University student in which case the minimum is 1 hour, or unless the Employee agrees to negotiate a lesser period.
- 50.3.** A casual Employee directed to work shifts or required by the Administrative Head to work overtime, shall be paid the appropriate shift or overtime rate in addition to the casual loading specified in subclause 50.1. Where the Employee has chosen to work outside the normal working hours (as opposed to being directed to do so) the normal casual rate will be paid. Casual Employees directed by the Administrative Head to work on public holidays that are observed as 'closed' public holidays by the University are entitled to Overtime according to Clause 32 – Overtime.

50.4. Conversion from Casual to Non-casual Employee

- 50.4.1.** Upon appointment, the University shall advise a casual Employee that, after serving qualifying periods, casual Employees may have a right to apply for conversion, and a copy of the conversion provision of this agreement shall be made available to such Employees.
- 50.4.2.** An eligible casual Employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this agreement.

50.5. Eligibility for Conversion

- 50.5.1.** To be eligible to apply for conversion, a casual Employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

over the immediately preceding period of twelve (12) months and in those immediately preceding twelve (12) months the average weekly hours worked equalled at least 50% of the ordinary

weekly hours that would have been worked by an equivalent full-time Employee; or

over the immediately preceding period of at least twenty-four (24) months.

- 50.5.2.** For the purposes of this subclause occasional and short-term work performed by the Employee in another classification, job or department shall not:
- i affect the Employee's eligibility for conversion;
 - ii be included in determining whether the Employee meets or does not meet the eligibility requirements.

- 50.5.3.** The employment of a casual Employee shall not be adversely affected in order to avoid any obligation under this Clause.

50.6. Refusal to Convert

- 50.6.1.** The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- i the Employee is a student, or has been a student, other than where her / his status as a student is irrelevant to his / her engagement and the work required;
- ii the Employee is a genuine retiree;
- iii the Employee is performing work which will either cease to be required or will be performed by a non-casual Employee, within twenty-six (26) weeks (from the date of application);
- iv the Employee has a primary occupation with the University or elsewhere, either as an Employee or as a self-employed person;
- v the Employee does not meet the essential requirements of the position; or
- vi the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

- 50.6.2.** The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the Employee will be offered a non-casual position.

50.7. Application to Convert Accepted

- 50.7.1.** Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the Employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the Employee's casual engagement.

- 50.7.2.** Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a

casual Employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual Employees

50.7.3. Employees converted under this sub-clause will not have their casual service count as service for the purpose of calculating any other existing entitlement except for:

- i long service leave, if, at the time of conversion, the University provides casual Employees with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
- ii any applicable unpaid parental or maternity leave.

50.8. Right to Re-apply for Conversion

50.8.1. An Employee whose application for conversion is rejected shall not be entitled to apply again within twelve (12) months except where:

- i that rejection is solely based upon the grounds set out in subclause 50.6.1(i) and
- ii that ground ceased to apply.

50.9. Dispute Resolution

50.9.1. A dispute arising from the application of this clause shall be dealt with in accordance with the dispute procedures set out in Clause 43 – Resolution of Disputes.

51. Fixed Term Employment

51.1. Definition

"Fixed term" employment means an appointment for a specified term or ascertainable period, for which the letter of appointment will specify the starting and finishing dates of the appointment (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specified task or project, upon the occurrence of which the term of the appointment shall expire) and for which, during the term of the appointment, the contract is not terminable, by the University, other than during the probationary period, or for cause based upon serious or wilful misconduct or Unsatisfactory Performance.

51.2. Probation Period for Fixed Term Contract

Fixed term appointments may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

An Employee shall be advised of, and given an opportunity to make response to, any adverse material about the Employee which the employer intends to take into account in a decision to annul the employment upon or before the expiry of the period of probation.

Any second or subsequent fixed-term contract which does not follow a substantial break in service with the University shall not contain a probationary period of service unless involving significantly different duties and/or discipline.

51.3. Continuity of Employment

The purpose of these provisions, breaks between appointments of up to two times per year and of up to six (6) weeks shall not constitute breaks in service. Periods of approved unpaid leave or casual employment shall not count for service, but shall not constitute breaks in service for the purposes of these provisions.

51.4. Advice as to whether Further Employment will be Offered.

No later than four (4) weeks prior to the expiry of the specified term of employment the University will provide an Employee with written advice as to whether any further offer of employment will be made at the conclusion of the specified term.

51.5. Offer of Further Employment

Where the University has made a decision to continue a position on a further fixed term contract basis with the same or substantially similar duties the Employee will normally be offered further employment in that position.

An offer of further employment will only made on the basis that:

- i the Employee has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required; and
- ii the Administrative Head recommends and supports the further employment.

51.6. Severance Pay

A fixed term Employee whose contract of employment is not renewed, where the Employee seeks to continue the employment, will, subject to Clause 51.7, receive severance payments in accordance with the table below in the following circumstances:

- i the Employee is employed on a second and subsequent contract where there is continuity of employment between the contracts or
- ii the Employee is employed on a first contract, and the duties undertaken will continue to be required but another person has been appointed, or is to be appointed, to undertake those duties.

Length of continuous service	Payment
More than 1 year and up to 2 years	4 weeks
More than 2 years and up to 3 years	6 weeks
More than 3 years and up to 4 years	7 weeks
More than 4 year and up to 5 years	8 weeks
More than 5 years and up to 6 years	9 weeks
More than 6 years and up to 7 years	10 weeks
More than 7 years and up to 8 years	12 weeks
More than 8 years and up to 9 years	14 weeks
More than 9 years and up to 10 years	16 weeks
More than 10 years	18 weeks

51.7. Exceptions to Severance

Severance will not be paid in the circumstances of:

- i a pre-retirement contract
- ii a contract to replace an Employee who is on leave
- iii a traineeship or apprenticeship

51.8. Long Service Leave

An Employee who has been employed on a series of fixed term contracts for a continuous period between seven (7) and ten (10) years, and who is paid a severance payment, will also be paid pro-rata long service leave.

51.9. Incremental Advancement

A fixed term contract Employee who has a period of continuous service in a classification which has an incremental structure shall be entitled to progress through that structure in the same way as an Employee engaged as a continuing Employee in the same or similar classification.

52. Reclassification

The University shall maintain a system for an Employee to initiate a claim for reclassification of his/her substantive position.

The system shall provide for:

- i an assessment of the reclassification claim to be completed, if possible, within two (2) months of receipt of the claim in Human Resources; and
- ii the provision of written reasons if a claim is unsuccessful.

If an Employee's reclassification claim has been considered and rejected by the University, the Employee may pursue the claim under Clause 43 - Resolution of Disputes.

The University retains the right to determine, in accordance with the Classifications Standards in Schedule 2:

- i the title and/or classification of new positions;
- ii the title and/or classification structure for categories and groups of positions;
- iii the criteria for appointment at, or promotion to, all positions and categories of positions;

-
- iv the title and/or classification of vacant positions, having regard for the duties and responsibility attached to those positions;
 - v whether a position is to be made redundant.

53. Entitlements on Termination

An Employee on termination shall refund the value of any unearned Annual leave which has been taken: With written notice the Administrative Head may deduct this amount from any monies due to the Employee on termination. No refund shall be required in the event of the Employee's death.

On termination an Employee shall be paid:

- any untaken accrued annual leave; and any untaken pro rata annual leave for the current year of service and annual leave loading calculated in accordance with Clause 9, and
- any long service leave which has accrued but not been taken.

Pro-rata long service leave will be paid only where and Employee has completed twelve (12) months service or more and:

- the Employee retires at or over the age of fifty-five (55);
- where the Employee retires on the grounds of ill health or;
- where the Employee has died in which case payment shall be made to the Employee's estate.
- where the Employee's position has been made redundant in which case the provisions of Clause 44 – Managing Redundancy Redeployment and Transfer shall apply.

54. Performance Development and Review

The University will maintain a comprehensive performance development review program.

54.1. Definitions:

“Development Plan” means a course of action(s) aimed at enhancing skills, knowledge or professional or technical proficiency or to remedy performance issues.

“Performance Development and Review” means an annual program for general staff for setting, monitoring and assessing performance outputs, expectations and professional development activities.

“Immediate supervisor” means the divisional or office head, manager or supervisor who is responsible for the management of the Employee.

54.2. Purpose

The key aims for the performance review process is to ensure that staff have a framework for:

- Communicating their current and future development needs;
- obtaining timely feedback on and input to developing and enhancing skills, knowledge and outputs for career opportunities;
- setting work expectations and goals; and where necessary;

-
- afford sufficient opportunity to improve capabilities for future workplace needs; and to
 - recognise outstanding performance.

The Employee's immediate supervisor is responsible for setting and coordinating performance and development review discussions in a timely manner and for developing plans.

All general staff will participate in and contribute to the performance and development review program, through direct communication with their supervisor on:

- setting a development plan;
- assigning work expectations;
- monitoring progress and achievements against targets and expectations.

Staff are responsible for working with the performance development review process, actioning development plans and completing assigned work expectations.

55. Signatures

EXECUTED under seal by MURDOCH UNIVERSITY in accordance with Clause 1 of Statute 1 and Senate resolution 8/54/2004

[Handwritten signature: Ian Callahan]
.....
Signature of Acting Vice Chancellor
Ian Callahan

28.7.06

Address:
South Street
MURDOCH WA 6160



[Handwritten signature: Jeremy Rigg]
.....
Signature of General Counsel & University Secretary
Jeremy Rigg

Address:
South Street
MURDOCH WA 6150

[Handwritten signature: Grahame McCulloch]
.....
Grahame McCulloch
General Secretary
National Tertiary Education Industry Union
Authorised in accordance with the Rules of the
National Tertiary Education Industry Union

Date: 26.07.06

Address:
First Floor
120 Clarendon Street
Southbank Vic 3006

[Handwritten signature: Ted Murphy]
.....
Witness name: TED MURPHY

Date: 6.17.06

Witness address: 1st Floor 120 Clarendon St
Southbank 3006 Vic



[Signature]
.....
Doni Walkington
Branch Secretary,
CPSU-the Community and Public Sector Union
Authorised under the rules of CPSU - the Community and Public Sector Union

31.7.06
.....

Address:
445 Hay Street
PERTH WA 6000

[Signature]
.....
Stephen James Ferrell
Witness Name

31.7.06
.....

Witness Address: *445 Hay Street Perth WA 6000*
.....

[Signature]
.....
David Kelly
Secretary,
Liquor Hospitality and Miscellaneous Workers Union Western Australia Branch
Authorised under the rules of the Liquor Hospitality and Miscellaneous Workers
Union

31.7.06
.....

Address:
61 Thomas Street
SUBIACO WA 6008

[Signature]
.....
Nashell Ireland
Witness Name

31.7.06
.....

Witness Address: *61 Thomas St Subiaco*
.....

Schedule 1 – Salaries

Class	HEW Level	Step	Commencement of Agreement		3rd March 2007 2%		4th August 2007 2%		21st June 2008 4%	
			Annual	Per F/N	Annual	Per F/N	Annual	Per F/N	Annual	Per F/N
HAPP	Apprentice	10	\$16,004	\$613.56	\$16,324	\$625.84	\$16,650	\$638.34	\$17,316	\$663.87
		20	\$20,277	\$777.41	\$20,683	\$792.96	\$21,097	\$808.83	\$21,941	\$841.19
		30	\$26,851	\$1,029.45	\$27,388	\$1,050.02	\$27,936	\$1,071.03	\$29,053	\$1,113.85
		40	\$31,125	\$1,193.28	\$31,748	\$1,217.18	\$32,383	\$1,241.52	\$33,678	\$1,291.17
H0101	Level 1	10	\$30,978	\$1,187.67	\$31,598	\$1,211.42	\$32,230	\$1,235.65	\$33,519	\$1,285.07
		20	\$31,631	\$1,212.71	\$32,264	\$1,236.96	\$32,909	\$1,261.69	\$34,225	\$1,312.14
		30	\$32,288	\$1,237.87	\$32,934	\$1,262.65	\$33,593	\$1,287.91	\$34,937	\$1,339.44
H0202	Level 2	10	\$33,268	\$1,275.47	\$33,933	\$1,300.95	\$34,612	\$1,326.98	\$35,996	\$1,380.04
		20	\$33,923	\$1,300.55	\$34,601	\$1,326.56	\$35,293	\$1,353.09	\$36,705	\$1,407.22
		30	\$34,410	\$1,319.23	\$35,098	\$1,345.61	\$35,800	\$1,372.52	\$37,232	\$1,427.42
H0303	Level 3	10	\$35,069	\$1,344.49	\$35,770	\$1,371.37	\$36,485	\$1,398.79	\$37,944	\$1,454.72
		20	\$36,054	\$1,382.25	\$36,775	\$1,409.90	\$37,511	\$1,438.12	\$39,011	\$1,495.63
		30	\$37,038	\$1,419.98	\$37,779	\$1,448.40	\$38,535	\$1,477.38	\$40,076	\$1,536.46
		40	\$38,025	\$1,457.83	\$38,786	\$1,487.00	\$39,562	\$1,516.75	\$41,144	\$1,577.41
		50	\$39,011	\$1,495.64	\$39,791	\$1,525.53	\$40,587	\$1,556.05	\$42,210	\$1,618.27
H0404	Level 4	10	\$40,000	\$1,533.54	\$40,800	\$1,564.22	\$41,616	\$1,595.50	\$43,281	\$1,659.34
		20	\$40,818	\$1,564.92	\$41,634	\$1,596.19	\$42,467	\$1,628.13	\$44,166	\$1,693.27
		30	\$41,641	\$1,596.47	\$42,474	\$1,628.40	\$43,323	\$1,660.95	\$45,056	\$1,727.39
		40	\$42,479	\$1,628.58	\$43,329	\$1,661.18	\$44,196	\$1,694.42	\$45,964	\$1,762.20
		50	\$43,287	\$1,659.58	\$44,153	\$1,692.77	\$45,036	\$1,726.62	\$46,837	\$1,795.67
H0505	Level 5	10	\$44,601	\$1,709.95	\$45,493	\$1,744.14	\$46,403	\$1,779.03	\$48,259	\$1,850.19
		20	\$45,916	\$1,760.36	\$46,834	\$1,795.55	\$47,771	\$1,831.48	\$49,682	\$1,904.74
		30	\$47,230	\$1,810.73	\$48,175	\$1,846.96	\$49,139	\$1,883.92	\$51,105	\$1,959.30
		40	\$48,544	\$1,861.10	\$49,515	\$1,898.34	\$50,505	\$1,936.29	\$52,525	\$2,013.74
H0606	Level 6	10	\$50,516	\$1,936.72	\$51,526	\$1,975.44	\$52,557	\$2,014.96	\$54,659	\$2,095.55
		20	\$51,500	\$1,974.45	\$52,530	\$2,013.93	\$53,581	\$2,054.22	\$55,724	\$2,136.38
		30	\$52,364	\$2,007.56	\$53,411	\$2,047.71	\$54,479	\$2,088.65	\$56,658	\$2,172.19
		40	\$53,473	\$2,050.07	\$54,542	\$2,091.07	\$55,633	\$2,132.89	\$57,858	\$2,218.20
H0707	Level 7	10	\$55,571	\$2,130.53	\$56,682	\$2,173.11	\$57,816	\$2,216.59	\$60,129	\$2,305.27
		20	\$57,418	\$2,201.31	\$58,566	\$2,245.34	\$59,737	\$2,290.24	\$62,126	\$2,381.83
		30	\$59,390	\$2,276.94	\$60,578	\$2,322.48	\$61,790	\$2,368.95	\$64,262	\$2,463.72
		40	\$61,692	\$2,365.20	\$62,926	\$2,412.50	\$64,185	\$2,460.77	\$66,752	\$2,559.18
H0808	Level 8	10	\$62,018	\$2,377.68	\$63,258	\$2,425.23	\$64,523	\$2,473.73	\$67,104	\$2,572.68
		20	\$64,320	\$2,465.95	\$65,606	\$2,515.25	\$66,918	\$2,565.55	\$69,595	\$2,668.18
		30	\$66,951	\$2,566.82	\$68,290	\$2,618.15	\$69,656	\$2,670.52	\$72,442	\$2,777.33
		40	\$67,937	\$2,604.63	\$69,296	\$2,656.72	\$70,682	\$2,709.85	\$73,509	\$2,818.24
		50	\$68,920	\$2,642.31	\$70,298	\$2,695.13	\$71,704	\$2,749.04	\$74,572	\$2,858.99
H0909	Level 9	10	\$71,880	\$2,755.79	\$73,318	\$2,810.91	\$74,784	\$2,867.12	\$77,775	\$2,981.79
		20	\$73,196	\$2,806.24	\$74,660	\$2,862.36	\$76,153	\$2,919.60	\$79,199	\$3,036.38
		30	\$74,510	\$2,856.62	\$76,000	\$2,913.74	\$77,520	\$2,972.01	\$80,621	\$3,090.90
H1010	Level 10	10	\$76,153	\$2,919.59	\$77,676	\$2,977.99	\$79,230	\$3,037.57	\$82,399	\$3,159.07

Schedule 2 - DWM Classification Descriptors

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 in the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.
Definition 2:	Qualifications
Year 12:	Completion of Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade certificate:	A course of study over and above a trade certificate and less than an advanced certificate.
Advanced certificate:	A two year part time post-Year 12 or post-trade certificate course, or a four year part time course for those who have completed Year 10 only of secondary school.
Certificate:	A two year full time or four year part time course, without a Year 12 prerequisite.
Associate diploma:	A two year full time or four year part time course with a Year 12 prerequisite.
Degree:	A recognised degree from a tertiary 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.

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: Occupations typically falling within each proposed classification level.

Task level: The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

Organisational: 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 organisation knowledge may be put.

Judgement, independence and problem solving: Judgement is the ability to make sound decisions, recognising consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these three qualities applies at each proposed classification level.

Typical activities: Activities typically undertaken by staff in different occupations at each of the proposed classification levels.

HIGHER EDUCATION WORKER LEVEL 1

Indicative relativity to base trade 88 - 92%

Indicative NTB competency level 1

Training level or qualifications

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment 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, eg. 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 job holder 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

Indicative relativity to base trade 95 - 100%

Indicative NTB competency level 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of Year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, security patrol officer.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

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

Typical activities

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

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

HIGHER EDUCATION WORKER LEVEL 3

Indicative relativity to base trade 100 - 115%
Indicative NTB competency levels 3 - 4

Training level or qualifications

Persons employed at Level 3 shall typically perform duties at 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
- # completion of Year 12, with relevant work experience; or
- # equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement Independence and problem solving

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

Typical activities

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

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 clerical positions, perform a range of clerical support tasks including,

- standard use of word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

Indicative relativity to base trade 115 - 125%
Indicative NTB competency level 5 (lower range)

Training level or qualifications

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- # completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- # completion of a post-trades certificate or advance certificate and extensive relevant experience and on the job training; or
- # an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Level of supervision

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

Typical activities

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 clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

Indicative relativity to base trade 125 - 145%
Indicative NTB competency levels 5 (upper range) - 6 (Lower range)

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at 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 associates diploma and a least 2 years subsequent relevant work experience; or
- # completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- # an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

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

Task level

Apply body of broad technical knowledge and experience at a more advanced level am 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, processes and techniques, and how they interact with other related functions.

Judgement, Independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical activities

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 outposted service.

In administrative positions, responsible for the explanation and administration of an administrative function, eg. 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, regional cataloguing and reader education in library and reference services
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

Indicative relativity to base trade 145 - 160%
Indicative NTB competency level 6

Training level or qualifications

Persons employed at a Level 6 shall typically perform duties at 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, clerical, administrative and other non-professional staff

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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 of 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

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- 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

Indicative relativity to base trade 160 – 180%
Indicative NTB competency level 7

Training level or qualifications

Persons employed at Level 7 shall typically perform duties at 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 professional or scientific officer, senior administrator in a small less complex faculty.

Level of supervision

Broad direction. May manage 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, rethinking 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 responsibility 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 specialist research. In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

Indicative relativity to base trade 180 - 210%
Indicative NTB competency level 7

Training level or qualifications

Persons employed at Level 8 shall typically perform duties at 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

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 9

Indicative relativity to base trade 210 - 222.5%
Indicative NTB competency level 8

Training level or qualifications

Persons employed at Level 9 shall typically perform duties at 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

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional 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 program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

Indicative relativity to base trade 225% and above
Indicative NTB competency level 8

Training level or qualifications

Persons employed at or above this Level shall typically perform duties at 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 program, research or administrative manager.

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other 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 organisations 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.