

**CURTIN UNIVERSITY OF TECHNOLOGY
GENERAL STAFF AGREEMENT 2005 - 2008**

"ADVANCING CURTIN THROUGH WORKFORCE PARTNERSHIPS"

1. TITLE

This Agreement shall be known as the Curtin University of Technology General Staff Agreement
2005-2008.

2. ARRANGEMENT

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3. DEFINITIONS

'Casual staff member' means a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual staff member is not eligible.

'Classification level' means the HEGS Level defined by the salary level being paid at the time.

'Consultation' or 'Consult' means the sharing of all relevant information allowing for an open and active process of decision making, acknowledging the competence and contribution of all participants.

'Continuing' means permanent or tenured.

'Day' means from midnight to midnight.

'Dependant' means a spouse, including same sex partner, or someone substantially reliant on the staff member for financial support

'Employee' means a general staff member

'Employer' means Curtin University of Technology

'Family' means a relative or a dependant.

'Fixed term' means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to specific task or project, upon the occurrence of which the term of the employment shall expire), and for which, during the term of employment, the contract is not terminable, by the employer, other than during a probation period, or for cause based upon substandard performance, or serious or wilful misconduct.

'Full time employment' means employment at not less than the normal weekly ordinary hours specified for a full time staff member.

'Head' means a Head of School or a Head of Area appointed in accordance with University policy, or the person acting in that position.

'Joint level classification' means a classification extending over two or three HEGS Levels.

'Metropolitan area' means that area within a radius of 50 kilometres of the Perth Railway Station.

'Normal operating hours' means 6.30am to 9.00pm Monday to Friday.

'Nominated representative' means a person, other than a private legal practitioner, and may include a friend or colleague or union officer or official, who is requested by a staff member or members to represent the staff member or members in matters relating to this Agreement.

'Ordinary hourly rate' means a staff member's fortnightly base salary and allowances in the nature of salary divided by 75.

'Part time employment' means employment for less than the normal weekly ordinary hours specified for a full time staff member, for which entitlements are paid on a pro-rata basis calculated by reference to the time worked.

'Probation' means the trial period in place to determine a person's suitability for a position.

'Shift work' means work performed on a regular basis that may include work outside of the normal operating hours and applies to general staff. In this context, regular shift work shall refer to a staff member rostered to work a shift on a Sunday and/or Public Holiday on at least 10 occasions in a calendar year.

'Significant change' means change which will result in any of the following; redundancy(s); changes to the composition, operation or size of the work unit's workforce; the elimination of job opportunities; promotion opportunities; loss of continuing employment; outsourcing of functions; transfer of business; introducing significant technological or structural change; substantial changes to workloads and job restructuring.

'Specific task or project' shall mean a definable work activity that has a fixed starting time and which is expected to be completed within an anticipated timeframe.

'Staff member' means a person engaged by the University in a fixed term, casual or continuing position as a general staff member.

'Surplus to requirements' means a situation where a job performed by a staff member ceases to exist, or becomes surplus to requirements due to: (a) financial exigencies; (b) changed organisational requirements, such as a University decision to discontinue or curtail a particular service or activity; or (c) technological change or development.

'Union' means a registered organisation of staff members that is a party to this Agreement

'University' means Curtin University of Technology.

4. AREA, INCIDENCE AND PARTIES BOUND

- 4.1 This Agreement shall apply to and be binding upon Curtin University of Technology and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU); the Communications, Electrical and Plumbing Union of Australia (CEPU), the Community and Public Sector Union (CPSU) the Construction, Forestry and Mining Employees Union (CFMEU), the Liquor, Hospitality and Miscellaneous Union (LHMU), the National Tertiary Education Industry Union (NTEIU) and their members, and all general staff employed by Curtin University of Technology, as a Division 2 Agreement of the Workplace Relations Act 1996.

Provided that this Agreement shall have no application to:

- the University's academic staff;
- persons employed to teach English language teaching;
- persons principally employed in the operations of Hayman Theatre for commercial purposes; or
- persons who are party to an Australian Workplace Agreement (AWA) made before, on or after the date of this Agreement.

5. DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall take effect from the date of certification of this Agreement and shall remain in force for a period of three years from the date of certification. At the

conclusion of this time the Agreement will continue until a replacement Agreement has been settled.

- 5.2 Negotiations on a replacement agreement will commence at least 6 months prior to the expiry of this Agreement.

6. VARIATION OF AGREEMENT

- 6.1 This Agreement may be varied pursuant to Section 170MD of the Workplace Relations Act 1996.

7. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 7.1 This Agreement replaces all awards and agreements applying to Curtin, including:
- Tertiary Education Superannuation Scheme – Superannuation Award 1988
 - Higher Education Contract of Employment Award 1998
 - Western Australia Universities General Staff Award 2002
 - Higher Education General Staff' Salaries and Classifications Award 2002

8. AIM OF AGREEMENT

- 8.1 This Agreement sets out to establish a firm base for the continued enhancement and advancement of Curtin University of Technology as a world class university of technology and to give effect to the strategies necessary to achieve this goal as reflected in the Curtin University documents known as the Planning Framework and Valuing Curtin Staff Plan. The Agreement acknowledges the significant contribution made by staff in furthering the objectives of Curtin.
- 8.2 The University may enter into Australian Workplace Agreements (AWAs) with its staff. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA.
- 8.3 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide the staff member with a copy and summary of both the AWA and this Agreement.
- 8.4 At the time of offering an AWA the University will advise any staff member or prospective staff member of his/her right to appoint a Bargaining Agent and will allow the staff member or prospective staff member at least 14 or 5 days respectively to consider the AWA as required.
- 8.5 The University will at all times seek to protect the Intellectual Freedom of staff, within the context of the University's Guiding Ethical Principles and current operating policies.
- 8.6 Staff will endeavour to respect and honour the values of the University in the course of their work.

9. AGREEMENT TO BE ACCESSIBLE

- 9.1 This Agreement shall be accessible to staff through electronic media.
- 9.2 A copy of this Agreement, as Certified, shall be located in Staff Services and in the administrative centres of the University and may be accessed by staff seeking their own copy.
- 9.3 Staff shall be advised that the Agreement has been certified and that a copy may be obtained as set out above.

10. IMPLEMENTATION OF THE AGREEMENT

- 10.1 For the purposes of facilitating the implementation and monitoring of this Agreement, a Management/Staff Consultative Committee shall be established comprising three union representatives nominated by the unions, three staff representatives elected by and from the general staff of the University, and six management representatives. The Committee shall meet every three months, unless otherwise agreed by the members of the committee.
- 10.2 This Committee shall:
- a) consult and contribute to the implementation of the Agreement;
 - b) provide a forum for open communication and consultation;
 - c) act as a forum for consultation and negotiation on other workplace issues arising from time to time; and
 - d) Consult on policy changes affecting conditions of employment

11. NON-TYPICAL FUNCTIONS

- 11.1 Where appropriate, conditions of employment other than those set out in this Agreement may be negotiated for staff working in areas considered to be commercial in focus, or non-typical in function. . These may include the work of staff solely engaged in areas such as Research Centres or areas, Curtin FM, and commercial activities, such as the Bookshop, Curtin Print and Design, and Recreation Services. As the terms of this Agreement may not be suitable to the needs of these functions, alternative provisions may be negotiated in conjunction with the staff of the area concerned and any nominated representative as advised. Where appropriate, such alternative provisions may be attached as schedules to this Agreement or registered as a Division 2 Agreement under the Workplace Relations Act 1996.

12. CONSULTATION AND CHANGE MANAGEMENT

‘Workplace change’ means any change that impacts on the staffing arrangements for an area, school or division.

- 12.1 Staff members and where they choose, a nominated representative, shall be provided with opportunities to provide timely input into the decision making processes of the University.

- 12.2 The University recognises the role and responsibilities of staff as partners in the development and maintenance of Curtin's teaching programs, research activities and corporate functions.
- 12.3 The University encourages the establishment of collaborative and participative mechanisms which enable all staff to gain meaningful opportunities to present their views on University initiatives. The University remains committed to ensuring there are elected staff representatives on appropriate decision making bodies and committees.
- 12.4 Where issues arise which may lead to workplace change, these shall be discussed with all staff in the area concerned allowing for meaningful consultation and input by those staff and/or where they choose, their representative(s). There will often be informal discussion or consideration of issues which may or may not lead to workplace change, prior to the development of any specific change proposals. Staff may seek the assistance of their union or other representative in such discussions.
- 12.5 Where the University has determined that changes will be made that are likely to result in significant change (as defined in Clause 9) effects for staff, then, prior to implementing such change, those staff shall be advised in writing and have the right to comment on the proposals. The Director, Staff Services, or nominee, shall be informed of any proposed significant changes. The Director Staff Services will notify affected staff. If requested by the affected staff member, the Director Staff Services shall inform the staff member's nominated representative. The Director, Staff Services shall advise the MSCC of the significant change.
- 12.6 Should there be a need for restructuring in any Division or Area, the University shall manage any proposed reductions in staff in accordance with this clause. The proposals shall be considered and the University shall seek, through consultation with staff and/or, where they choose, any nominated representative(s), to avoid or mitigate any detrimental outcomes for affected staff.
- 12.7 Opportunities for placing staff in continuing positions are a high priority and shall be considered before initiating redundancy or early retirement action. Staff reductions shall be managed through natural attrition, voluntary separations, pre-retirement contracts, leave without pay, voluntary conversion to part time employment, long service leave, internal or external secondment or transfer, or short to long term placement. Forced retrenchments shall only be used as a last resort.

13. WORK PLANS

- 13.1 All staff shall complete an annual work plan setting out details of current activities and development needs.
- 13.2 The work plans shall take account of:
- a) the critical goals and outcomes that reflect individual, team and organisational needs;
 - b) how progress towards these goals will be monitored;
 - c) how the results and outcomes of these goals will be assessed;
 - d) how the University will support the ongoing development of the staff member, including appropriate career development and training support; and

- e) the expectations of staff members and their supervisors about professional responsibilities and the role they play in the University.
- 13.3 Senior staff shall have particular responsibilities for resource and staff management as well as other responsibilities included in the work plan.
- 13.4 Shift work and flexible work arrangements shall be reflected in the work plan.
- 13.5 These plans also form the basis for coaching/mentoring, for reviewing individual performance or for incremental progression and may be used for supplementary payments, as set out in current University policy.
- 13.6 All staff and organisational development shall be based on the reflected needs identified in work plans and staff plans. These staff plans shall reflect the organisational structure and operational requirements of their area and shall incorporate appropriate work plan outcomes.
- 13.7 The role of managers is to ensure that individual and team performance is optimised, whilst maintaining accountability for achieving the goals of the University through performance plans. This requires managers to meet their duty of care in ensuring that staff workload effort is balanced and appropriate to the needs of the individual and the School or Area.
- 13.8 Issues of poor or unsatisfactory performance will need to be addressed by managers. The process for dealing with poor or unsatisfactory performance is set out at Clause 36, Disciplinary and Unsatisfactory Performance Procedures, of the Agreement.

14. DISPUTE AVOIDANCE AND RESOLUTION PROCEDURES

- 14.1 A prime aim of this Agreement is the avoidance of industrial disputes by the provision of transparent processes, provision of information and explanation, consultation, negotiation and co-operation.

Dispute Resolution

- 14.2 Where a dispute arises in connection with any matter relating to the conditions of employment contained in this Agreement, the matter shall be dealt with in accordance with the following procedures:
 - 14.2.1 In the first instance, the staff member(s) and/or, where they choose, their representative(s) together with a representative from Staff Services, shall discuss the dispute and attempt to reach agreement within five working days of referral of the dispute.
 - 14.2.2 Where a dispute is not resolved within five days as above, it shall be referred to the Director Staff Services who shall attempt to resolve the dispute within five working days.
 - 14.2.3 Should the dispute not then be resolved, it may be referred to the Australian Industrial Relations Commission (AIRC) for resolution where appropriate.
 - 14.2.4 The emphasis in dispute resolution is for the matter to be resolved as quickly as possible and no action will be taken by any party to the dispute which seeks to unnecessarily delay or exacerbate the matter. Accordingly, existing

working arrangements shall continue while these dispute settling procedures are taking place.

Grievance Procedures

- 14.3 Where a staff member has a grievance relating to their workplace, the matter shall be dealt with in accordance with the University Grievance Procedures.
- 14.4 If the matter is not able to be resolved through the University Grievance Procedures, the matter may be referred to the AIRC.

15. BULLYING

- 15.1 The University is committed to the reduction and eventual elimination of workplace bullying at the University.
- 15.2 Workplace bullying is behaviour that demeans, humiliates or intimidates staff either as individuals or as a group, by:
- (a) the less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice;
 - (b) unwelcome and unreasonable behaviour that creates a hostile, uncomfortable, offensive or 'charged' work atmosphere leading to stress;
 - (c) misuse of relative and/or assumed power.

16. ACCOUNTABILITY AND ANTI-DISCRIMINATION

- 16.1 All staff employed by Curtin University of Technology are bound by the provisions of applicable laws, the Curtin University of Technology Act 1966, the various statutes and University policies and procedures determined by Curtin
- 16.2 The University and staff are also bound by the *Age Discrimination Act 2004, Racial Discrimination Act 1975, Racial Hatred Act 1995, Sex Discrimination Act 1984, Human Rights and Equal Opportunity Commission Act 1986, Disability Discrimination Act 1992, Equal Opportunity for Women in the Workplace Act 1999, Equal Opportunity Act 1984, Occupational Safety and Health Act 1984, the Workplace Relations Act 1996.*
- 16.3 In accordance with relevant anti-discrimination legislation, the University will not discriminate on the basis of sex, marital status, pregnancy, potential pregnancy, breast feeding, sexual orientation, gender history, transgender, race, colour, national extraction, social origin, age, religious or political conviction, impairment, family responsibilities or family status.
- 16.4 Nothing in this clause shall diminish the right of a staff member of the University to pursue a claim of discrimination in accordance with the provisions of the relevant State or Federal legislation.

17. RIGHT OF ENTRY AND STAFF REPRESENTATION

- 17.1 In order to allow staff to discuss any matters pertaining to their employment, including any matters arising under this Agreement, the University accepts that

accredited representatives of a union representing General staff, as named in Clause 4.1, and nominated representatives may enter work premises where relevant staff members covered by this Agreement are engaged. Such persons may also enter work premises for the purpose of investigating complaints concerning the application of this Agreement, or any other matters pertaining to their employment relationship, provided that they shall in no way unduly interfere with the work of the staff of the University and that the relevant manager has been given adequate prior notice in writing.

- 17.2 Union officials and/or Union representatives and elected staff representatives are afforded the opportunity to provide information to new staff during formal induction programs.
- 17.3 Staff affected by formal restructuring may seek the support of a nominated staff or union representative.
- 17.4 The University recognises the right of staff to be represented by local union or staff representatives. Such representative may be afforded reasonable release from normal duties without loss of pay to represent the interests of staff in discussions and negotiations with management and shall, for these purposes, be afforded reasonable access to University facilities including but not limited to telephones, fax machines, e-mail, photocopiers and meeting rooms.
- 17.5 Nominated representatives shall have the right to display material at the work place which assists staff in understanding their conditions of employment.
- 17.6 Where appropriate, nominated representatives shall be given paid leave to participate in industrial negotiations associated with the development and implementation of this Agreement and to attend to matters derived from their role as a nominated staff representative.

18. SALARY AND INCREMENTS

- 18.1 The salaries shall be as set out in Schedule A Salaries.
- 18.2 The rates set out in Column A are as at 31 March 2005 and therefore include increases of 3% paid from 1 October 2003, 1.5% paid from 1 April 2004, and 1.5% paid from 1 October 2004.
- 18.3 The rates set out in Column B provide for a 1.5% increase effective from 1 April 2005.
- 18.4 The rates set out in Column C provide for a 2.0% increase effective from 1 October 2005.
- 18.5 The rates set out in Column D provide for a 2.5% increase effective from 1 April 2006.
- 18.6 The rates set out in Column E provide for a 2.5% increase effective from 1 October 2006.
- 18.7 The rates set out in Column F provide for a 2.5% increase effective from 1 April 2007.
- 18.8 The rates set out in Column G provide for a 2.5% increase effective from 1 October 2007.

- 18.9 The rates set out in Column H provide for a 2.5% increase effective from 1 April 2008.
- 18.10 The rates set out have regard to the University's financial position and income from Government and other sources. Other than for a proposed increase of 0.5% payable in March 2008 to academic staff, where increases in excess of those set out in 18.3 to 18.9 are payable with respect to academic staff across the University, those increases and applicable dates of effect shall be paid to staff covered under the provisions of this Agreement.
- 18.11 The dates for annual increments shall be:
- a) Appointed or Promoted 1 December to 28 or 29 February
Prescribed increment date 1 March
 - b) Appointed or Promoted 1 March to 31 May
Prescribed increment date 1 June
 - c) Appointed or Promoted 1 June to 31 August
Prescribed increment date 1 September
 - d) Appointed or Promoted 1 September to 30 November
Prescribed increment date 1 December
- 18.12 The University will provide pay slips to staff, either electronically through the Staff Kiosk or manually for those staff who are not able to access, or do not have access to, the Kiosk.
- 18.13 Staff employed in positions at Level 10B, 10C and 10D (Level 11, 12 and 13 respectively) shall have their salary and conditions determined by the Pro Vice-Chancellor, Academic Services.

19. FLEXIBLE REMUNERATION

'Total Employment Cost' means salary plus on costs.

- 19.1 Notwithstanding the rates for various classifications in the Award or this Agreement, a member of staff shall be able to enter into negotiations with Curtin University of Technology with respect to an individual remuneration package, through salary packaging, that may result in his or her net salary being reduced. All arrangements for salary packaging shall be in accordance with relevant taxation legislation.
- 19.2 Where an agreement is reached between a staff member and the University to provide flexible remuneration, benefits may be provided to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the Total Employment Cost established by the University for that staff member.
- 19.3 Nothing in this clause shall reduce entitlements, including the payment of overtime, for staff who have entered into flexible remuneration arrangements.
- 19.4 Any withdrawal from any agreement by the employee shall be notified in writing to the University and shall be effective immediately, in accordance with the terms of the Agreement.

20. SUPERANNUATION

- 20.1 The University will maintain the current arrangements for superannuation for all current and new staff, including contributions that are in effect as at the date of certification of this Agreement. At certification of this Agreement the employee and employer contribution rates are:
- a) For full time continuous employees and fixed term employees on a 50% or more service fraction and/or with a contract term of two years or more:
 - (i) 7 % employee contribution to UniSuper Fund Administrator.
 - (ii) 17% employer contribution to the UniSuper Fund Administrator.
 - b) Continuous employees on less than a 50% service fraction and fixed term employees with a contract term less than two years:
 - (i) Superannuation Guarantee employer Contribution to the UniSuper Fund Administrator (currently 9%).
 - c) Casual Employees:
 - (ii) whose wages are \$450 or more per calendar month, a Superannuation Guarantee employer contribution to the UniSuper Fund Administrator (currently 9%).
 - (i) whose wages are less than \$450 per month but work 100 or more hours in a six-month period, receive a 3% employer contribution to the UniSuper Fund Administrator.
- 20.2 Existing members of the WA Government Employees Superannuation Board scheme are allowed to maintain their membership of this fund upon appointment to the University. Member contributions range from 3% to 7% and the employer contribution is 2.4 times the member contribution.
- 20.3 WestState membership applies only to existing Kalgoorlie College staff.

21. SUPPORTED WAGE SYSTEM

- 21.1 Where applicable, Curtin shall pay a supported wage for a staff member in accordance with University Diversity in the Workplace Procedures.

22. PROFESSIONAL INDEMNITY

- 22.1 The University will provide full professional indemnity insurance for all Curtin staff, provided that this does not include any external private consultancy or other work undertaken by staff where that work is outside the scope of their employment contract with Curtin.

23. LABOUR FLEXIBILITY AND RESPONSIVENESS

- 23.1 All staff are employed by the University, and not by the School/Area/Centre in which they carry out their duties. All staff are therefore subject to the policies and requirements of the University.

- 23.2 Transfers or job exchanges of continuing staff may occur in order to meet organisational requirements. These will be conducted in accordance with Clause 12 'Consultation and Change Management'. Staff affected shall be consulted, and agreement reached where possible, to ensure that they are not disadvantaged and that the transfer or exchange takes into account their needs as well.
- 23.3 As part of its strategic focus, Curtin facilities may operate under extended opening hours and days of operation where it can be demonstrated that such arrangements are designed to meet the needs of the University. Such proposals will be proceeded with in accordance with the provisions of Clause 12 'Consultation and Change Management'.

24. RECRUITMENT, SELECTION AND APPOINTMENT

- 24.1 The arrangements for recruitment, selection and appointment of staff to continuing and fixed term positions are to be in accordance with the Policy and Procedures for the Recruitment, Selection and Appointment of Academic and General Staff (Continuing and Fixed Term) and shall ensure that staff are treated fairly, consistently and equitably. Staff may be initially appointed into a continuing position by invitation for up to 12 months, in the case of Levels 1-10A (Levels 1–11), and for up to three years, in the case of positions at Level 10B (Level 12) and above.
- 24.2 An appointment by invitation shall have regard to the position requirements and the range of selection processes available, including affirmative action search and equity group availability.
- 24.3 Staff who are initially appointed by invitation cannot be employed beyond the period of invitation in that position unless they have been appointed through a merit selection process. A merit selection process shall normally comprise establishing a position, identifying selection criteria, advertising the position, and filling the position using appropriate selection methodologies.
- 24.4 Prior to the commencement of the selection process managers shall ensure that redeployees are considered for transfer into vacant positions.
- 24.5 Where a continuing position is vacant due to the substantive occupant being on leave or engaged on other duties, the position may be filled for that period in accordance with the University policy on Development Opportunities – General Staff. Staff acting in a position higher than their substantive position, shall be paid a higher duty allowance as per sub-clause 30.6.1.
- 24.6 Where a staff member has a grievance concerning the appointment or selection process used to fill a continuing position or fixed term position of more than 12 months for which they have applied, they may lodge an appeal against the process with the Pro Vice-Chancellor, Academic Services.
- 24.7 The MSCC may consider and comment to the University on procedures for resolving an appeal against a selection or appointment process.

25. STAFF ASSISTANCE PROGRAM

- 25.1 The University will continue to offer an assistance program which includes a combination of assessment, counselling, and personal development appropriate to the needs of staff and the School/Area.

26. CLASSIFICATION STRUCTURE AND POSITION EVALUATION

- 26.1 The University recognises that staff should be remunerated according to the requirements and responsibilities of the position they occupy as based on broad work value descriptors applicable to Curtin

Classification Structure for General Staff

- 26.2 The classification structure for general staff shall comprise HEGS Levels 1 to 14. The existing Levels 1 and 2 shall be a joint level. Levels 3 and 4 shall be linked to facilitate movement through the attainment of specified competencies set out in the applicable work plan as described in Clause 13 'Work plans'.
- 26.3 Staff shall be classified according to the general staff classification structure consistent with the broad work value descriptors provided in Attachment A and supported by the Hay evaluation system as required. In determining the appropriate classification levels based on work value, the University shall ensure equity and fairness and freedom from bias and discrimination (as defined at Clause 16.3). Positions may be classified as joint level classifications. Where a joint level classification is applied, the staff member shall be deemed to be classified at the level of remuneration payable.
- 26.4 Classification assessments shall be made in accordance with Curtin policy, procedures and administrative arrangements for position classification.
- 26.5 During the life of this Agreement, the MSCC may consider and comment on existing position descriptors, including those for trades staff. The emphasis of the working party shall be to ensure that the descriptors are relevant to the operations of the University, reflect the true work value of the position, embrace appropriate national competency standards and are free of bias and discrimination.

Trainees and Apprentices

- 26.6 The University may engage trainees and apprentices as appropriate to the needs of the University. Indentured trainees employed through a Group Training Scheme shall be paid not less than the rates applicable to an apprentice employed by Curtin.

- 26.7 Apprentices will be paid a percentage of the HEGS Level 3.1 salary as follows:

Non-Adult Pre-Apprentice	50%
Adult Pre-Apprentice	75%
Non-Adult 1 st Year	60%
Adult 1 st Year	80%
Non-Adult 2 nd Year	70%
Adult 2 nd Year	85%
Non-Adult 3 rd Year	80%
Adult 3 rd Year	90%
Non-Adult 4 th Year	90%
Adult 4 th Year	95%

- 26.8 Trainees will be paid the following percentage of the HEGS Level 3.1 rate:

- Under 16 years of age 50%
- 16 years of age and under 17 years of age 60%
- 17 years of age and under 18 years of age 70%
- 18 years of age and under 19 years of age 80%
- 19 years of age and under 20 years of age 90%
- 20 years of age and over 100%

26.9 Conditions of employment for trainees and apprentices shall be as for other full time staff, as appropriate, provided that the University is under no obligation to continue the employment beyond the term of training or apprenticeship.

27. CONTRACT AND MODE OF EMPLOYMENT

- 27.1 Categories of staff include continuing, fixed term, or casual. The categories of continuing and fixed term employment provide for full time or part time employment.
- 27.2 Staff employed part time are entitled to the employment conditions of a full time staff member, on a pro-rata basis.
- 27.3 Continuing, fixed term and casual appointments shall be in writing.
- 27.4 Written offers of appointment for continuing and fixed term appointments shall include:
- a) a statement of the type of employment applicable to them, including details of classification level;
 - b) a brief statement of the duties to be performed and the reporting relationship;
 - c) details of relevant pay rates and conditions of employment;
 - d) a statement of superannuation entitlements;
 - e) details of relevant HR information contacts;
 - f) a statement of any disclosure responsibilities or obligations;
 - g) details of any applicable probation period;
 - h) details of relevant industrial agreements;
 - i) details of annual work plan requirements; and

Staff shall be required to sign a statement accepting the conditions of appointment.

27.5 Continuing Appointments

27.5.1 Continuing appointments are those made for an indefinite period.

27.5.2 Trades staff appointed primarily to carry out work within their trade shall have an initial probation period of three months. All other continuing appointments shall be subject to an initial probation period of six months. This period may be waived if the staff member has previously served a probation period in the University and there has been no break in service of more than 6 weeks. Initial periods of probation may be extended by no more than a further three months where written justification is provided by the manager to the staff member at least 10 working days prior to the end date of the initial probation period. All matters relating to a staff member's probation must be agreed to by the Director, Staff Services.

27.5.3 Continuing appointments may be terminated in accordance with the relevant provisions of this Agreement.

27.5.4 Where a continuing staff member is seconded to a fixed term position, he or she shall revert to their continuing position at the conclusion of the secondment.

27.6 Fixed Term Appointments

27.6.1 Fixed term appointments may be made for a definite period (fixed term) or to undertake a specific project.

27.6.2 Fixed term appointments shall be subject to an initial probation period of six months. The initial period of probation may be extended for a further three months where written justification is provided by the manager to the staff member at least 10 working days prior to the end date of the initial probation period. All matters relating to a staff member's probation must be agreed to by the Director, Staff Services.

27.6.3 All annual leave entitlements accrued during the fixed term appointment are to be acquitted prior to or on expiry of the term unless the person is given a further term appointment or is appointed to a continuing position and it is agreed that these entitlements need not be acquitted.

27.6.4 Where a staff member on a fixed term appointment is subsequently appointed to a continuing position, or a further fixed term appointment, and the break in service between contracts is not greater than six weeks, this shall not constitute a break in service for the calculation of any entitlements under this Agreement.

27.6.5 Staff holding fixed term appointments are not entitled to redundancy as provided in Clause 43 'Redeployment and Redundancy'.

27.6.6 Severance Pay

Other than for non-indigenous staff employed at the Centre for Aboriginal Studies, severance pay of two weeks per year or part thereof shall be paid at the conclusion of a second or subsequent fixed term appointment, where the fixed term appointment was for a specific task or project or to undertake research functions and provided that this second appointment is made within a period of not more than six weeks from the cessation of the previous contract.

Where there is an initial contract of three (3) years or more then severance pay of two (2) weeks plus two (2) weeks per year, or part thereof, of total service shall be paid at the conclusion of that contract, except where specific funding from other than Commonwealth Grant Scheme monies or income from fees paid by or on behalf of students is primarily used for that position or the contract is for pre-retirement arrangements.

Payment of severance pay shall occur not earlier than six weeks after the date of severance, unless otherwise approved by the Director, Staff Services, or nominee. Severance shall not exceed eight weeks pay. No severance shall be payable where the University offers and the staff member does not accept further fixed term employment.

27.6.7 A fixed term contract that expires through the passing of time shall not be construed as a termination of employment at the initiative of the employer.

- 27.6.8 A staff member on a fixed term appointment of 12 months or more shall be given a minimum of four weeks notice of the University's intention to enter into or not enter into a further contract of employment. For all other fixed term appointments, the minimum notice period shall be two weeks. Where, due to circumstances beyond the control of the University, it is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if the University advises those circumstances to the staff member in writing at the latest time at which notice would otherwise be required to be given, and gives notice to the staff member at the earliest practicable date thereafter.
- 27.6.9 Where a staff member holding a fixed term appointment undertakes the duties of another position for a limited term that expires prior to the fixed term appointment, he or she shall revert to the fixed term appointment at the conclusion of the limited term position.
- 27.6.10 Non-indigenous staff employed at the Centre for Aboriginal Studies
Where the fixed term contract of a non-indigenous staff member is terminated or not renewed as a result of the strategy set out in Clause 28 'Special Measures', that staff member shall be entitled to the option of redeployment or severance based on 2 weeks payment for each completed year of service, and pro-rata for additional service of less than a completed year, up to a maximum of 12 weeks pay.

27.7 Casual Staff

- 27.7.1 Staff members engaged on a casual basis shall be paid a rate of pay calculated on an hourly rate plus a 20 per cent loading in lieu of all leave entitlements. Effective from 1 Jan 2006 the loading will increase to 23 per cent.
- 27.7.2 An essential feature of casual employment is that there is no expectation of continuing employment. Casual employment may be terminated by either party by giving at least one hour's notice.
- 27.7.3 Casual staff members shall be paid a minimum of two hours pay each time they are engaged by the University to undertake work.
- 27.7.4 Casual staff members shall be required to specify the nature of any employment with the University within the past 12 months.
- 27.7.5 Casual staff contracts of employment shall not be finalised until and unless endorsed by the Director, Staff Services or a nominated representative(s).
- 27.7.6 The above provisions shall be reflected in a letter of engagement provided to a casual staff member.

27.8 Granting of Continuing Status

Where a member of staff has been engaged on two or more fixed term contracts in the same Division or Area, extending over three or more years, the staff member shall be granted continuing status, provided that the work being undertaken by the staff member is of a continuing nature and is directly related to the work already undertaken by the staff member, that he or she has been selected through a merit process for at least one of these contracts, and the staff member is not subject to an unsatisfactory performance process.

27.9 Period of Notice

Unless otherwise agreed, a staff member holding a continuing or fixed term appointment shall be required to give not less than four weeks notice in writing of his or her intention to resign or retire.

27.10 Retirement

An employee having attained the age of 55 years shall be entitled to retire from the employ of the University.

27.11 Ill Health Retirement

Ill health retirement shall be as provided for in Curtin policies, procedures and administrative arrangements for ill health retirement.

27.12 Overseas Placement

The terms and conditions governing staff who are assigned offshore for a period in excess of three months shall be in accordance with the University's administrative arrangements.

28. PERSONNEL FILES

28.1 A staff member shall be entitled to examine, and take a photocopy of, all materials retained on the staff member's personnel file. Only the staff member and the Human Resources (Staff Services) staff required to work on the file shall access a staff member's file. A staff member's supervisor, nominated staff or union representative, or any other person, may only access a personnel file with the permission of the staff member.

28.2 A personnel file for the purpose of this clause shall be the official file of each staff member and shall be held by Human Resources (Staff Services). Accordingly, material other than standard personnel information should be placed on the file with the knowledge of the staff member. A staff member has the right to request that material not so acknowledged be removed from the file. [note this material cannot be destroyed due to the provisions of the State Records Act]

29. OCCUPATIONAL SAFETY AND HEALTH

29.1 The University agrees to continue to co-operate in the development and implementation of improved occupational health and safety throughout the University to ensure a safe and healthy workplace and to reduce the number of staff suffering illness or injury.

29.2 The University will endeavour to provide suitable alternative duties for a defined period of time where this will facilitate the rehabilitation of a staff member who has suffered a compensable injury at work. Those duties will be subject to agreement between the University case team, or rehabilitation provider, the staff member and the treating doctor.

29.3 Staff under an approved rehabilitation program may have their hours of duty and working patterns prescribed by the Rehabilitation Co-ordinator in conjunction with their supervisor to assist them to return to full duties.

- 29.4 An allowance equivalent to the First Aid Allowance shall be paid for elected OSH Representatives.

30. ALLOWANCES

30.1 General Provisions

- 30.1.1 Where there are any outstanding allowances currently paid through the payroll system the University shall negotiate with a view to agreeing to them being absorbed into standard rates of pay. Unless specified elsewhere in this Agreement, where an allowance is paid for a continuous period of 12 months, the staff member shall be entitled to receive that allowance during their annual leave.

In addition to the allowances specified in sub-clauses 30.2 to 30.12 below, the following allowances shall be paid to staff where appropriate, as prescribed in Schedule B Allowances:

- a) Camping Allowance;
- b) Meal Allowance;
- c) Composite Allowance;
- d) Detail Allowance;
- e) Licence Allowance, where the University is required to ensure that staff are appropriately licensed to undertake their work or meet legislative provisions (eg Electrical Nominees Licence); and
- f) Leading Hand Allowance.

- 30.1.2 These allowances will be reviewed during the life of this Agreement.

30.2 Locality Allowances

- 30.2.1 Staff who are covered by this Agreement and located outside the Perth Metropolitan area but within the State of Western Australia shall be paid the rate specified in Schedule B Allowances. These rates shall be adjusted as necessary in line with district allowance rates applicable to State Government of Western Australia public sector agencies.
- 30.2.2 When on approved leave, staff shall be paid the locality allowance as per the chart in Schedule B Allowances.
- 30.2.3 When a staff member leaves his or her district on duty, payment of district allowance shall continue if the staff member's dependant/s (as defined in Clause 3, Definitions) remain in the district.
- 30.2.4 Staff shall be paid a district allowance if they are required to temporarily reside in any localities for which an allowance is payable for periods in excess of one month, irrespective of any travelling allowance to which they may be entitled.

30.3 Travelling Allowances

- 30.3.1 Staff who travel on University business will be issued with a corporate credit card, upon which they can incur any business related expenses. If a staff member is not able to use a corporate credit card to incur an expense, the staff member shall be entitled to an appropriate travel rate as

set out in Schedule B Allowances. These rates shall be adjusted as necessary in line with the allowance rates applicable to State Government of Western Australia public sector agencies for the particular destination.

Staff will be provided with a copy of the conditions relating to the use of corporate credit cards and shall be required to abide by these conditions as set out by the University in using the corporate card.

On production of receipts, the University will reimburse staff for any reasonable additional costs of childcare or care for other dependants incurred during periods of travel intrastate, interstate or overseas, where such travel is required by the University.

30.4 Use of Private Vehicle

30.4.1 Where a staff member is authorised to use a private motor vehicle on University business, the staff member shall be reimbursed for such use in accordance with the rates as set out in Schedule B Allowances.

30.5 Transfer Allowance

30.5.1 A staff member who is transferred in the ordinary course of promotion or transfer, or on account of illness, shall be reimbursed the following:

30.5.1.1 The actual reasonable cost of conveyance of the staff member and his or her dependants where applicable;

30.5.1.2 The actual reasonable cost of conveyance of furniture and effects, up to a maximum of 25 cubic metres of goods, including insurance of such while in transit;

30.5.1.3 A depreciation allowance of \$519, provided that the value of the goods to be moved by the staff member is greater than \$3106;

30.5.1.4 Either, the full freight charges necessarily incurred in respect of the removal of a motor vehicle, or, reimbursement according to the appropriate motor vehicle travelling allowance as set out in Schedule B Allowances.

30.5.2 A staff member who is transferred from one locality to another solely at the staff member's request or on account of misconduct, must bear the whole cost of removal unless otherwise approved by the University.

30.5.3 On arrival at a new location, a transferred staff member shall be paid an allowance at the rate applicable to the State Government of WA public sector agencies, as the case may require, for a period of 14 days after arrival at the new headquarters. Provided that if a staff member is required to travel on official business during that fourteen days, such period shall be extended by the time spent in travelling.

30.5.4 A staff member with family responsibilities who is transferred into accommodation supplied by the University shall not be entitled to reimbursement under Clause 30.5.3 except where entry into such accommodation is delayed through circumstances beyond the staff member's control. Provided that during the period involved in travelling to

the new headquarters travelling allowances in accordance with 30.3 or 30.4 shall be paid.

- 30.5.5 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by a staff member on transfer, an appropriate rate of reimbursement shall be determined by the University.
- 30.5.6 Where a staff member has been paid or payment has been made on their behalf in respect of any of the expenses or allowances associated with their appointment and as specified in Clause 30.5, and the staff member resigns before the expiry of two years from the date of employment, or before the expiry of a fixed term appointment, the staff member may be required to refund an appropriate portion of these amounts. The calculation shall be based on the time worked as a percentage of the two years or fixed term period and applying this percentage to the costs incurred.

30.6 Higher Duties Allowance for General Staff

- 30.6.1 Opportunities to act in higher classified positions shall be regarded primarily as a development opportunity. However, a staff member who acts in a higher classified position for a period of five consecutive working days or more, or for 37.5 hours of working time or more, shall be paid an allowance equal to the difference between the staff member's salary and the salary which would be received if the staff member were permanently appointed to the higher position.

Trades employees, including those in the Printing area, and non-trades employees in the services and maintenance areas, who undertake higher duties and perform the full duties shall receive the full higher duties allowance for any period of higher duties performed.

- 30.6.2 Where the full duties of a higher position are not performed, or are performed by two or more staff members, the staff member shall be paid such proportion of the allowance referred to above as the duties performed bear to the full duties of the higher position.
- 30.6.3 Where a staff member is in receipt of higher duties and is recruited to act in another position classified higher than the staff member's position for periods of less than five working days without any break in service, a higher duties allowance shall be payable for each such period at the rate appropriate to each position.
- 30.6.4 A staff member acting in a position which has an incremental range of salaries shall be entitled to receive an increase in higher duties allowance equivalent to any annual increment which would have been received by a permanent appointee to such a position.
- 30.6.5 Where a staff member who has been in receipt of a higher duties allowance for a continuous period of 12 months or more proceeds on a period of leave of no more than five weeks, they shall be paid the higher duties allowance for that period.
- 30.6.6 Where a staff member who is in receipt of higher duties allowance for a continuous period of less than 12 months and proceeds on a period of approved leave of not more than five weeks, he or she shall continue to be

paid the allowance provided that the staff member resumes after such leave in that same position or one of similar classification or higher.

- 30.6.7 When a staff member is required to act in an academic position, where the hourly rate for that academic position is higher than the staff member's hourly rate, an allowance for the time spent in the academic position shall be paid at a rate equal to the difference in the hourly rates. Such allowance shall be in addition to all other allowances and salary.

30.7 Out of Hours Contact Allowance for General Staff

30.7.1 For the purpose of this sub-clause 'on-call' shall mean an instruction to a staff member to remain at a place of residence or otherwise to be available for immediate contact in the case of a re-call to duty away from such place of residence or otherwise to be available.

30.7.2 A staff member who is required to be on-call during a period off duty shall be paid an allowance of \$3.57 for each hour or part thereof the staff member is on-call.

30.7.3 The University shall provide a mobile phone or reimburse the telephone rental charges for a staff member in receipt of the allowance.

30.7.4 Where a staff member rostered for on-call duty is called to duty during the on-call period, then payment for hours worked will be in accordance with the overtime provisions. The on-call allowance is not payable during a period where overtime is paid. The limitations prescribing eligibility for overtime payment shall not apply to a staff member in receipt of on-call allowance.

30.8 First Aid

30.8.1 A staff member, holding the necessary certificate, may be appointed as a First Aid Officer by the University and shall be paid an allowance of \$9.32 per week.

30.9 Dirty Work Allowance

30.10.1 A special allowance shall be paid to an employee when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the regular duty of the employee concerned.

30.10 Protective Clothing Allowance

30.10.1 Where a staff member is required by the University to wear protective clothing the staff member shall be provided with two sets of protective clothing per annum, or, an allowance of \$16.68 per fortnight. In exceptional circumstances, additional items of protective clothing may be provided.

31. LEAVE PROVISIONS

31.1 Annual Leave

31.1.1 Staff shall be entitled to a maximum of 20 days paid annual leave each calendar year. Part time staff are entitled to the same leave as full time

staff, on a pro-rata basis. Leave shall accrue at the rate required to provide an annual full time entitlement of 20 days. Subject to leave availability and organisational requirements, staff may be able to take up to 20 days annual leave in advance, together with any other accrued leave. Annual leave will normally be taken in blocks of five days; however staff may take annual leave in any multiple of half days.

- 31.1.2 Security staff and staff who regularly undertake shift work on Sundays and/or Public Holidays shall be entitled to an additional five days annual leave.
- 31.1.3 Full pay for the purposes of annual leave shall include normal pay, and where applicable, district allowance, higher duties allowance, protective clothing allowance, licence and composite allowance and designated leading hand allowance.
- 31.1.4 A staff member who resigns, retires or whose appointment is terminated through no fault of the staff member shall be paid for any outstanding pro-rata annual leave and annual leave loading.
- 31.1.5 On cessation of employment the annual leave entitlement shall be the balance accrued in accordance with the annual entitlement from the date of commencement of employment (excluding casual or sessional employment however defined) to the date of cessation.
- 31.1.6 Outstanding annual leave entitlements shall not exceed 40 working days. Staff, who at the time of this Agreement, have annual leave credits in excess of 40 working days shall clear the excess leave within the next 12 months, unless there are exceptional circumstances resulting in alternative arrangements being agreed to by the relevant manager and approved by Human Resources (Staff Services). No staff member shall have more than 40 working days annual leave entitlements at 31 December 2005 and each December 31 thereafter. Notwithstanding these provisions, no more than 60 days of annual leave shall be paid out upon resignation or retirement.
- 31.1.7 An annual leave loading of 17.5% up to a maximum based on the accepted formula, shall be payable in November/December of each year or upon resignation. This loading is payable on a maximum of 20 days annual leave, or in the case of shift workers, 25 days. The salary for loading purposes shall be as at December 1 of that year in which the loading is payable. As an alternative to the payment of leave loading, a staff member may elect to take an additional 3.5 days (or 4.5 days for shift workers) leave in lieu of leave loading. These days will accrue on 1 December of the year of election. The days are not cumulative and are to be taken prior to 1 March of the following year.
- 31.1.8 Annual leave loading shall be paid out on accrued annual leave for any resignation or termination.
- 31.1.9 A staff member's entitlement to annual leave shall not be affected by the staff member taking any other approved leave except for leave without pay in excess of ten consecutive days.
- 31.1.10 A staff member employed at Kalgoorlie and who travels to Perth during the period of annual leave shall be entitled to two additional days leave to enable travel to Perth and return.

- 31.1.11 If a staff member's annual leave period includes the Anniversary of the Birthday of the Sovereign, or Labour Day, and the day would normally be an ordinary working day for the staff member, a day in lieu of each holiday shall be added to annual leave.
- 31.1.12 Subject to approval by the Director, Staff Services, or nominee, a staff member may have annual leave credits in excess of 25 days paid out where special circumstances can be shown. Such applications shall require the support of the staff member's supervisor/manager.

31.2 Sick Leave/Special Leave

- 31.2.1 Staff shall be entitled to paid sick or special leave of 14 working days cumulatively per annum for each completed period of 12 months full time continuous service. For continuing staff, the sick or special leave is credited on 1 January each year. For fixed term staff, sick or special leave accrues on a fortnightly basis in arrears. Sick leave provisions include attending a medical practitioner or health care service.
- 31.2.2 Continuing staff appointed after 1 January in any given year shall be entitled to sick leave of seven days for their first six months of employment and shall receive an entitlement to an additional seven days sick leave for that calendar year when they have been employed for more than six months.
- 31.2.3 Any portion of unused sick or special leave shall be cumulative over successive years of service.
- 31.2.4 Where a staff member takes a period of sick or special leave, the minimum recordable absence shall be half a day.
- 31.2.5 A staff member may apply to have sick leave entitlements paid out in a lump sum if diagnosed as having a terminal illness or if an ill health retirement is approved. A medical certificate shall be required to support the application and the staff member will be expected to have considered the implications of this payment on any other benefit they may be receiving. Where death in service occurs, the employer will pay one half of the accrued sick leave benefits of the deceased to their estate.
- 31.2.6 The number of days sick leave which may be granted without the production of a medical certificate, a certificate from a registered dentist, a statutory declaration, or a certificate from a health professional shall not normally exceed seven days in any one calendar year. For any single absence of three or more days a medical or other acceptable certificate from a health professional or a statutory declaration may be required.
- 31.2.7 Where a staff member has a proven pattern of absences on sick leave, without an appropriate medical certificate or similar, the University shall be entitled to inform the staff member that, in the event of future absences, a medical certificate, or similar, may be required in respect of each period of sick leave taken for a period of six months thereafter.
- 31.2.8 At any time after 20 working day's continuous absence on sick leave, the University may require the staff member to attend a medical practitioner and provide a medical clearance certificate, paid for by the University, prior to returning to work.

- 31.2.9 A staff member who is unfit for duty due to illness or injury shall as soon as possible inform his or her manager or supervisor. A staff member on sick leave may be contacted by a representative of the University to discuss the sick leave and the staff member's return to work. Unless otherwise provided, the staff member shall as soon as possible upon the resumption of duties make a formal application for leave to cover the absence, otherwise the absence shall be treated as being without pay.
- 31.2.10 Special leave is to be used primarily to care for dependants or family members, urgent personal business, and family bereavements. Up to 5 days special leave per annum may be used for ceremonial, tribal or religious obligations. If leave is required for any other purposes, the staff member shall utilise the relevant leave provision such as annual leave, Time Off in Lieu, if applicable, or leave without pay.
- 31.2.11 Where a staff member is ill for a period of 5 consecutive working days during annual leave or long service leave and the staff member produces medical evidence to that effect, the University shall re-credit the leave equivalent to the period during which the staff member was ill.
- 31.2.12 Where a staff member is on sick leave, they are not required to attend for work, or make themselves available for work.

31.3 Long Service Leave

- 31.3.1 Staff that commenced service prior to the 19th April 1994 shall accrue long service leave for each seven years of service. A general staff member who commenced with the University on or after 19 April 1994 will accrue 65 working days long service leave on full salary after the completion of 10 years continuous service. However the staff member is entitled to take accrued pro-rata leave after seven years. Additional long service leave for all staff shall accrue at the rate of 65 working days for each seven years of service. Staff may apply to take pro-rata long service leave at any time after their initial accrual, subject to organisational requirements.
- 31.3.2 A staff member with an accrued and pro-rata entitlement of 98 working days or more will be required to take not less than 33 working days and not more than 65 working days within two years of accruing the latest period of 33 working days, except where the staff member has entered into a pre-retirement agreement or where alternative arrangements have been agreed with the appropriate Executive Dean, or Area Head.
- 31.3.3 Long service leave may be taken in any arrangement as may suit both the individual and the University, including taking double the period on half pay, or taking half the period at double the salary.
- 31.3.4 A staff member who has already accrued an initial entitlement to 65 working days long service leave, and who has entered into a pre-retirement arrangement, or is eligible to retire, may elect to forego accruing further long service leave and in lieu receive a 3.0% increase in salary.
- 31.3.5 Administrative arrangements and other provisions are set out below:
- (a) A staff member shall be entitled to a lump sum payment instead of long service leave in respect of any period of long service leave which has accrued on cessation of service with the University for any reason whatsoever.

- (b) A staff member shall be entitled to a lump sum payment instead of long service leave on a pro-rata basis in those cases where the staff member has retired, including on the grounds of ill-health, or been made redundant.
- (c) A staff member who is dismissed shall be entitled to a lump sum payment instead of long service leave in respect of any period of long service leave which has accrued and to which the staff member is entitled.
- (d) A staff member who is taking long service leave is not entitled to any extension of that leave, or to leave in lieu because of a public holiday that occurs during the period of leave.
- (e) Other than in exceptional circumstances, a staff member who has qualified for long service leave shall be entitled to take long service leave at a time of his or her choosing, provided that at least six months written notice of such leave is given and, in the absence of such notice, the Vice-Chancellor agrees.
- (f) A maximum of 98 days accrued and pro-rata long service leave shall be paid out upon resignation, or retirement. Where long service leave is taken or paid out, payment includes district allowance, where applicable.

31.3.6 Subject to approval by the Director, Staff Services, a staff member may have accrued long service leave over and above 65 days paid out. The staff member shall only be paid with respect to these days, if he or she is likely to suffer hardship if the payment is not made. A staff member is not entitled to a lump sum payment for pro-rata long service leave.

31.3.7 A staff member who is working fractional time after resuming duty from parental or other leave or where there are special circumstances, may take available long service leave to make up the differential to their substantive appointment.

31.3.8 A staff member may take available pro-rata long service leave when proceeding on parental leave.

31.3.9 Recognition of prior service for long service leave purposes

Subject to the break in service provisions that apply to long service leave Curtin will recognise service at tertiary institutions and the State and Commonwealth public sector for the purposes of crediting long service leave. The University shall provide full funding for the long service leave.

31.4 Parental Leave

The provisions of this clause apply from 1 September 2004.

“Child” means

- (a) for the purposes of parental leave for adoptions, a child from birth up until age 16; or
- (b) for the purposes of paid parental leave for adoptions, a child from birth up until age five; or

- (c) for the purposes of all other references in this clause, a child from birth up to age one, provided that where parental leave is extended, it means from birth up to age two.

“Primary carer for a child” means the person having the major responsibility for caring for a child. This person shall not necessarily be the same individual for the total period of parental leave.

- 31.4.1 A staff member who gives birth, adopts a child, or is the primary carer of a child up to age one, is entitled to 52 weeks unpaid parental leave, subject to the provision of satisfactory documentation. Where the staff member is pregnant, the documentation shall include the expected date of confinement.
- 31.4.2
- (a) Where a staff member is pregnant and is to be the primary carer for that child, and has completed a minimum of 12 month's continuous service at work immediately before proceeding on parental leave, she shall be entitled to full pay for up to 26 weeks of this parental leave.
- (b) Where a staff member other than the mother of the child is to be the primary carer of the child and that staff member has completed 12 months' continuous service at work immediately before proceeding on parental leave, he or she shall be entitled to full pay for up to 14 weeks of this parental leave, subject to the provision of satisfactory documentation.
- (c) A staff member whose partner has given birth to a child is entitled to two weeks of paid leave in respect of that birth. Where that staff member also is entitled to 14 weeks paid parental leave, this paid parental leave shall be inclusive of the two weeks leave provided for the birth of the child.
- (d) A staff member who adopts a child aged five years or younger shall be entitled to paid parental leave of 14 weeks. In addition, the staff member shall be entitled to two days paid leave to attend compulsory interviews related to the adoption.
- 31.4.3 A staff member who is pregnant shall give not less than six weeks' notice in writing to the employer of the date upon which the staff member proposes to commence parental leave and stating the period of leave to be taken.
- 31.4.4 A staff member shall not be in breach of this clause as a consequence of failure to give notice in accordance with the above sub-clause if such failure is occasioned by the confinement occurring earlier than the presumed date.
- 31.4.5 A staff member and the University may make flexible arrangements as to the taking of paid parental leave such that the interests of the University and the staff member are met, and the arrangements are mutually agreed, provided that the paid leave may only be taken at full pay or half pay, or a combination of these. The paid leave allocation may be shared between family members, provided that two family members employed by the University must not be in receipt of paid parental leave at the same time

and the total period of paid parental leave for any one birth must not exceed 26 weeks and the total of paid and unpaid parental leave must not exceed 52 weeks.

- 31.4.6 A staff member may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave. Paid parental leave must be taken at the commencement of the parental leave period. Where a staff member is so paid, the period of parental leave without pay shall be reduced by the same period.
- 31.4.7 A staff member may be granted an extension to parental leave. The extension is subject to approval by the staff member's line manager and is for a maximum of 52 weeks in addition to the initial period of 52 weeks. The extension to parental leave is to be continuous with the initial period of parental leave.
- 31.4.8 A staff member who is taking parental leave is not entitled to any extension of that leave, nor to leave in lieu, because a public holiday or the closedown occurs during the period of the leave.
- 31.4.9 Any period of paid parental leave will count as qualifying service for all purposes unless taken at half pay, in which case the portion of leave that counts as qualifying service will be the full time equivalent, to a maximum of 26 weeks. Any period of unpaid leave will not be counted as qualifying service but will not be deemed a break in service.
- 31.4.10 A staff member may use annual leave and long service leave as provided by this Agreement at the conclusion of the paid parental leave to cover all or part of the remaining parental leave. In addition, in accordance with clause 31.3.1, pro-rata long service leave may be used by staff members proceeding on parental leave.
- 31.4.11 Where staff members elect to use accrued paid leave as provided in subclause (31.4.11) to cover all or part of the parental leave period, paid leave shall be taken before any period of unpaid leave in all instances.
- 31.4.12 A staff member may continue to work at any time throughout pregnancy up to and including the estimated date of confinement provided that for the six weeks immediately preceding the date of confinement the staff member provides their line manager with a certificate from a registered medical practitioner which states that it is safe for the employment to continue during that period or any portion thereof.
- 31.4.13 A staff member may work part-time in one or more periods while pregnant, where part-time employment is, because of the pregnancy, deemed necessary or desirable by the staff member. Such part-time work shall be subject to relevant part-time work provisions as provided for in this Agreement.
- 31.4.14 In the event of the staff member being sick prior to the date of the commencement of parental leave, or where complications of pregnancy occur, the staff member may use accrued sick leave credits, in accordance with clause 31.2, up to six weeks prior to the expected date of confinement.

- 31.4.15 Where, as a result of exceptional circumstances arising from the pregnancy or birth, a staff member requires special consideration, the University shall provide additional leave as necessary and appropriate to the circumstances. A medical certificate shall be provided to support the claim.

Extension to Parental Leave

- 31.4.16 Applications to extend parental leave shall be made in writing to the line manager not less than six weeks prior to the cease date.

Return to Work following Parental Leave

- 31.4.17 A staff member on parental leave shall confirm the intention of returning to work by providing a written notice to their line manager not less than six weeks prior to the expiration of the parental leave.
- 31.4.18 The staff member shall return to a position of the same classification level, performing similar duties and taking into account the staff member's particular skills. The position shall be at the same campus.
- 31.4.19 The staff member is entitled to return to work on a part-time basis, provided that prior to the expiration of the parental leave period the staff member shall give not less than six weeks notice in writing to their line manager of their desire for a part-time or gradual return to work. In cases where the line manager considers that part-time work cannot be provided, a sound, objective analysis must be the basis for this decision. Where there is no firm basis for refusing part-time work, a trial period of part-time work must be provided.
- 31.4.20 A staff member may resume duties after parental leave on a fractional time basis and take long service leave to meet the time fraction difference to that of their substantive appointment, subject to the approval of the Area Head. Staff members taking up this option shall be entitled to the same benefits as apply to their substantive position.
- 31.4.21 A staff member may be permitted to undertake casual or sessional employment with the University while on periods of unpaid parental leave. These staff members shall be treated for all purposes as casual staff members.

31.5 Study Leave

- 31.5.1 For the purposes of this clause, staff member shall mean:
- (a) all continuing staff employed full time or part time; or
 - (b) fixed term staff who hold a contract which has a duration of one year or more; or
 - (c) fixed term staff who have worked for the University on a continuous basis for one year or more.
- 31.5.2 A staff member may be allowed to participate in an education program on full pay for up to a maximum of five hours per week. Such time off granted shall be inclusive of travelling time and matched by an equal lecture/tutorial/seminar/research time commitment outside the ordinary hours of attendance at work:

- (a) To attend or otherwise participate in lectures and/or tutorials, and to prepare for and sit examinations, in a course of study approved by the University; or
- (b) To attend or otherwise participate in lectures and/or tutorials undertaken by external study, and to prepare for and sit examinations, in a course of study approved by the University where such lectures and tutorials are specifically arranged for external students. Such time off granted shall be inclusive of travelling time and shall not exceed the maximum annual time off of 260 hours; or
- (c) To undertake a course of study, approved by the University where such study primarily involves collaborative research or Web-based learning. Such time off granted shall not exceed the maximum annual time off of 260 hours.

Provided that the needs of the clients in each workplace, and the provisions of the Study Support Policy shall be considered when granting a staff member time off for study leave.

31.6 Leave for Undertaking Professional and Personal Development

- 31.6.1 The University shall grant up to five days paid leave per annum to staff members who are nominated by a body to which they are affiliated or are a member to attend courses or training, subject to the operation of the organisation not being unduly affected and the leave being convenient to the University. A staff member may take up to 10 days paid leave in any one calendar year, provided that the total leave for that year and the subsequent year does not exceed 10 days. Leave shall be granted at ordinary rates of pay and shall not include shift allowances, penalty rates or overtime.
- 31.6.2 Where a Public Holiday or rostered-off day falls during the duration of the course, no day off in lieu of that day will be granted.
- 31.6.3 Subject to the provisions of sub-clause 31.6.1, shift-work staff attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 31.6.4 Any application by a staff member for leave shall be submitted to the manager for approval at least four weeks before the commencement of the course, provided that the University may agree to a lesser period of notice.
- 31.6.5 All applications for leave shall be accompanied by a statement from the organisation indicating that the staff member has been nominated for the course.
- 31.6.6 The University shall not be liable for any expenses associated with a staff member's attendance at such courses.
- 31.6.7 Leave of absence granted in accordance with this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

31.7 Industrial Tribunal

A staff member required for an Industrial Tribunal hearing to which the University is a party, shall be granted leave with pay.

31.8 Jury Service or Service as a Witness

31.8.1 A staff member required to serve on a jury or as a witness in court proceedings shall be granted leave with pay, but only for such period as is required to carry out these duties, provided that staff members on afternoon shift or night shift work shall not be expected to work such shifts.

31.8.2 If the staff member is on any form of paid leave, the period involved in being a witness or juror will be reinstated.

31.9 Leave without pay

31.9.1 A staff member may be granted leave without pay for up to 12 months provided that the work of the area is not unduly inconvenienced and all other annual leave and long service leave credits have been exhausted. Such leave shall be approved by the Director, Staff Services, on the recommendation of the manager of the staff member applying for leave.

31.9.2 A staff member may be granted a further period of up to 24 months leave without pay for the purposes of caring for family members, accompanying a family member to another location, for study or travel purposes or for other personal reasons. The period of leave shall include all paid leave entitlements for which the staff member is eligible. Such leave shall be approved by the Director, Staff Services on the recommendation of the manager of the staff member applying for leave.

31.9.3 Where a staff member takes leave of more than 12 months, they may be required to relinquish their current position. Upon returning from leave they shall be placed in a position, in the same school/area/division, similar or comparable to that which they occupied prior to taking leave.

31.10 Defence Force Training/Service

31.10.1 Subject to the operational needs of the University, a staff member may be granted paid leave of up to 10 days to attend routine defence training or defence service activities.

31.10.2 Subject to the operational needs of the University, a staff member may be granted paid leave of up to 10 days for special purpose defence training or defence service activities.

31.11 Sporting and cultural events

Special leave with pay may be granted to a staff member who, on behalf of the State or Commonwealth Government, is a participant or official at a sporting or cultural event.

31.12 Emergency services

Staff who are members of the State Emergency Service, St John Ambulance Association, Bush Fire Brigade or other recognised emergency service organisation and who are called upon to be absent from duty as a result of an emergency, may

have leave with pay granted subject to the staff member notifying their manager/supervisor as soon as practicable.

31.13 Blood donor

Staff shall be entitled to paid leave for the purpose of donating blood or plasma to approved donor centres.

31.14 Child Care

31.14.1 The University is committed to providing a family friendly workplace. This commitment includes the accommodation of flexible working hours, and flexibility of times of usual breaks, as required for breastfeeding, expressing breast milk, or feeding of expressed or bottle milk or other feeding requirement. Required absences for these purposes shall be negotiated with the supervisor or manager.

31.14.2 Staff with parental responsibilities shall, in the first 12 months of returning from parental leave, be entitled to paid leave of up to one hour per day for child care assistance.

31.14.3 When travelling for the University, staff will be reimbursed childcare costs as per sub-clause 30.3.1.

31.15 Career Break Scheme

Staff who have completed five years service with the University are entitled to apply leave in accordance with the University Career Break Scheme,

31.16 Healthy Lifestyle

The University will provide for participation in the healthy lifestyle program as conducted by the University. A staff member registered in the program shall be entitled to up to two hours per week paid time off in lieu to participate in the program. This time may be added to a staff member's own time (eg lunchbreak) provided that not more than thirty minutes work time, unless otherwise agreed, is taken on any one day. Staff will not unreasonably be denied access to this program. For part time staff the provisions of this clause will apply on a pro-rata basis.

31.17 Religious or Cultural Leave

In addition to the provisions of sub clause 31.2.10 a staff member may elect to use the leave available from working the Public Holidays as set out in Clause 32.3 as religious or cultural leave.

31.18 Additional Leave

From December 2006, staff bound by this Agreement shall be entitled to an additional day of leave per annum to be taken within 12 months.

32. PUBLIC HOLIDAYS

32.1 Staff shall be entitled to the following Public Holidays:

- New Years Day
- Australia Day
- Good Friday
- Easter Eve (Easter Saturday).
- Easter Monday
- Easter Tuesday
- Christmas Day
- Boxing Day
- Anzac Day
- Foundation Day

Where any of the days above fall on a Saturday or Sunday, an alternative day will be observed.

32.2 Unless otherwise agreed, a staff member shall be required to work each of the following Public Holidays:

- Labour Day
- Anniversary of the Birthday of the Sovereign

32.3 A staff member who has worked on Labour Day or on the Anniversary of the Birthday of the Sovereign is entitled to a day in lieu of that Public Holiday. These days in lieu are to be taken within 12 months of their accrual.

32.4 The University will close for the period December 25 to January 2. The University will reopen on January 3 or the first working day thereafter. Staff will continue to receive salary for this period.

32.5 No request by staff to take leave as provided for in Clause 31.1 Annual Leave, during the Christmas-New Year period, should be unreasonably withheld. The University acknowledges the needs of staff with family commitments and/or particular religious convictions. Accordingly, managers shall give particular consideration to the needs of staff requesting leave during this period.

33. RECOVERY OF OUTSTANDING DEBTS

33.1 The University may enter into an agreement with staff to recover any salary over-payments. The usual means for doing this is by salary deductions.

33.2 No deduction from salary shall be made without the consent of the staff member.

34. WORKLOAD

34.1 The University will continue to progress issues and identify strategies to resolve workload issues arising from the Quality of Working Life survey or from matters raised by staff members, or where they choose, their nominated representative.

34.2 Staff who work in a particular work unit or occupational category who have concerns about the level of their workload may raise the issue with their supervisor in the first instance and the supervisor has up to four (4) weeks to reply.

34.3 Where, having taken action pursuant to sub-clause 34.2 above, staff believe their concerns remain unresolved, they may raise the issue with the supervisor's supervisor and that person has up to two weeks to reply.

- 34.4 Where staff believe that the process in 34.3 above has not resolved their concerns, the matter may be referred to the Director Staff Services, or nominee, who will consider the matters raised and provide recommendations to the supervisor and staff member(s) within three weeks.
- 34.5 If the matter is not resolved by the process covered in Clause 34.4 above, it may be referred to the Australian Industrial Relations Commission (AIRC).

35. TRANSPARENT BUDGETING

- 35.1 In order for staff to understand the allocations provided for salaries and for conditions of employment, appropriate University budget and financial documents will be accessible to staff.
- 35.2 Staff should be consulted about Area/School/Division budgets and have access to these budgets and other related financial documents.

36. DISCIPLINARY AND UNSATISFACTORY PERFORMANCE PROCEDURES

36.1 Misconduct

- 36.1.1 Where a staff member has committed or is alleged to have committed action(s) that may constitute misconduct or serious misconduct, the matter shall be dealt with in accordance with the provisions of the Workplace Relations Act 1996. The staff member has the right to be represented by their nominated representative at any stage of the process.
- 36.1.2 An allegation of misconduct will normally be resolved by the supervisor through guidance, counselling, conciliation, or other appropriate action that may include staff development prior to any further action being taken.
- 36.1.3 Where it is not appropriate for an allegation of misconduct to be resolved in accordance with sub-clause 36.1.2 above, or where an allegation has not been resolved in accordance with sub-clause 36.1.2 above, then a report of the allegation shall be made to the appropriate Executive Dean/Area Head. The report shall provide information about the nature and details of the allegations and what steps have been taken to resolve the issue. The Executive Dean/Area Head shall discuss the report with the Director, Staff Services and identify an appropriate course of action.
- 36.1.4 If the Executive Dean/Area Head believes that the allegation is of a serious nature, such that the staff member is alleged to have engaged in conduct of a kind envisaged in Section 170CM(1)(c) of the Workplace Relations Act 1996 such that it would be unreasonable to require the University to continue employment, and the report submitted supports this view, then a recommendation to the Vice-Chancellor that the staff member be dismissed without notice shall be made. The Vice-Chancellor shall then determine whether the dismissal shall proceed. The staff member shall be provided with a copy of the report and sufficient time to respond to the report prior to the Vice-Chancellor making a determination.
- 36.1.5 If the Executive Dean/Area Head believes that the allegation is not of a serious nature and the report supports this view, then the staff member will be advised in writing of the details of the allegation and given 10 working days to respond to the allegation.

36.1.6 The staff member will also be advised that if the Executive Dean/Area Head finds the misconduct allegation is substantiated, then the penalty will be:

- (a) censure or reprimand; or
- (b) withholding of an increment; or
- (c) withdrawal of other benefits eg conference, study leave
or a recommendation to the Vice-Chancellor for:
- (d) demotion/removal from position; or
- (e) suspension without pay for a specified period; or
- (f) termination with notice.

36.1.7 The Executive Dean/Area Head shall consider the response from the staff member and determine what penalty, or recommendation of penalty, if any, will be imposed.

36.1.8 The staff member shall be advised in writing of the outcome.

36.2 Poor or Unsatisfactory Performance

36.2.1 Where a supervisor is of the view that the performance of a staff member is unsatisfactory, the supervisor shall first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement can be expected. A record of the counsel given shall be kept and a copy supplied to the staff member concerned. If the supervisor believes it appropriate, he/she shall direct the staff member to undertake a course of professional development or other appropriate program(s) appropriate to the inherent requirements of the job and designed to assist in improving performance. A performance support and enhancement plan will be implemented to reflect the actions being taken.

36.2.2 Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor shall make a formal report to the Executive Dean/Area Head that the performance of the staff member is unsatisfactory. Such a report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem. The report shall be provided to the staff member, with a right to respond. The Executive Dean/Area Head shall discuss the report with the Director, Staff Services and determine an appropriate course of action.

36.2.3 The Executive Dean/Area Head shall forward a copy of the report to the staff member and provide the staff member with 10 working days to submit a response.

36.2.4 The staff member shall also be advised that if the Executive Dean/Area Head believes a case of unsatisfactory performance is established, then one of the following penalties may be imposed:

- (a) censure or reprimand; or
- (b) withholding of an increment; or
- (c) withdrawal of other benefits eg conference, study leave

or a recommendation to the Vice-Chancellor for

- (d) demotion; or
- (e) removal from office; or
- (f) termination with notice.

36.2.5 After receiving the response, the Executive Dean/Area Head shall decide whether to take any further action, refer the matter back to the supervisor with a requirement for particular action, or impose a penalty specified in sub-clause 36.3.4. The Executive Dean/Area Head shall seek advice from the Director Staff Services prior to making a decision.

36.2.6 The staff member shall be advised in writing of the outcome.

36.2.7 Where the Executive Dean/Area Head is of the view that the level and/or persistence of unsatisfactory performance may constitute misconduct, then the matter should be dealt with in accordance with the misconduct provisions above.

37. HOURS OF WORK AND FLEXIBLE WORK

37.1 The normal ordinary hours of work shall be 7.5 hours per day and can be worked between 6.30am to 9.00pm Monday to Friday. No more than five hours shall be worked without a meal break lasting a minimum period of 30 minutes.

37.2 Where it is necessary to meet the changing needs of the University or to address particular needs of individual staff, managers may negotiate such flexible work arrangements as will meet these needs.

37.3 The University has a duty of care to all staff and will therefore endeavour to ensure that a staff member does not work more than 10 hours in any 24-hour period.

37.4 The University may approve access to flexible work arrangements requested by staff members, such as deferred salary scheme, 42 weeks in 52, 48 weeks in 52, annualised hours, job sharing, part time work and working from home, provided such arrangements comply with University policy and operating processes and they meet the operational requirements of the University, and the provisions of this Agreement.

The University will support flexible working arrangements for parents who have particular child/family care or needs.

37.5 All arrangements for the taking of time off in lieu shall be as agreed between the staff member(s) and their manager and shall be approved in advance.

37.6 A staff member may take paid time off in lieu for work done in excess of 75 hours over a period of nine working days, as long as the hours worked are within normal operating hours, do not exceed 10 hours in any one-day and do not exceed 82.5 hours over the period.

37.7 Where a staff member has been unable to utilise time off in lieu, a maximum of 22.5 hours may be paid out at the end of a 12 month period, provided that the staff member has carried these hours over and the manager approves the payment. There shall be no limitation on the time that can be paid out if the staff member has been unable to utilise the time off in lieu, through no fault of their own.

- 37.8 The supervision of flexible working hours is the responsibility of the manager.
- 37.9 All leave days are counted as 7.5 hours and do not contribute towards the attainment of time off in lieu.
- 37.10 Where an individual staff member is disadvantaged by the flexible work arrangements, they may use the grievance process set out in this Agreement to resolve the matter.
- 37.11 Level 8 and above

Where staff at HEGS Level 8 and above are not already covered by the provisions of Clause 38 Overtime, or Clause 39 Shiftwork they may negotiate additional payments or leave arrangements with their respective manager, and approved by their Area Head, to compensate for additional hours or patterns of work. Such negotiations shall be conducted in good faith.

38. OVERTIME

'Ordinary travelling time' means the time elapsing between the time of departure from home and the official time of commencement of duty and the time elapsing between the official time of cessation of duty and arrival at home travelling by public transport. Where a staff member has approval to use a motor vehicle for official business (that is, paid kilometres used) ordinary travelling time means the time spent in travelling by that vehicle from home to headquarters and home again each day.

38.1 Overtime General Provisions

38.1.1 All work, other than shiftwork, performed by direction of the manager that falls outside of the normal ordinary hours of work, as defined by subclause 37.1 Hours of Work and Flexible Work, shall be classed as overtime and shall be paid at the appropriate hourly rate prescribed by this clause. However, overtime shall not be approved for staff whose salary or Higher Duties Allowance is paid at HEGS Level 8 or above, or for staff who receive an allowance in lieu of overtime.

38.1.2 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:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

38.2 Payment for Overtime

38.2.1. Payment for overtime shall be calculated on an hourly basis in accordance with the formula:

- (a) Weekdays (for the first three hours on any weekday); Saturdays (first two hours on any Saturday); Public Holidays (for all time worked up to the normal working hours of duty, in addition to the ordinary pay for the day):

$$\frac{\text{fortnightly salary}}{75} \times \frac{3}{2}$$

- (b) Weekdays (after the first three hours on any weekday); Saturdays (after the first two hours or after 12 noon, whichever is earlier, on any Saturday); Sundays:

$$\frac{\text{fortnightly salary}}{75} \times \frac{2}{1}$$

- (c) Public Holidays (for all time worked in excess of the normal working hours of duty):

$$\frac{\text{fortnightly salary}}{75} \times \frac{5}{2}$$

38.3 Administrative Arrangements

38.3.1 Administrative arrangements for overtime shall be as follows:

- (a) Time off in lieu of overtime payment may be granted if requested by a staff member. It shall accrue at the same rate as paid overtime.
- (b) Where a staff member is required to return to duty, he or she shall be entitled to a minimum payment, at the appropriate overtime rate, of three hours.
- (c) Where a staff member is required to return to duty or is recalled to duty more than once within a period of less than 10 hours of completing their last duty, the staff member shall be treated as if each period is stand alone period, except where the second or subsequent return or recall to duty is within the three hour period.
- (d) An unpaid break of at least 30 minutes shall be made for meals.
- (e) Except in the case of an emergency, a staff member shall not be compelled to work more than five hours overtime duty without a meal break. At the conclusion of a meal break the calculation of the five hours recommences.
- (f) Where a staff member works overtime of at least four hours, they shall be entitled to the appropriate meal allowance for that period of work. Meal allowances are specified in Schedule B Allowances. Where a staff member completes overtime outside of normal hours and within ten hours of the next rostered duty, that staff member shall be entitled to be absent from duty without loss of salary from the time the overtime duty ceased until a continuous break of ten hours has elapsed. If that staff member is required to work without such a break, he or she shall be paid at double the ordinary rate until released from duty.

- (g) Time spent in travelling to and from the place of duty to which the employee is recalled shall be included with the time of actual duty performed for the purposes of overtime payment.

38.4 Travelling Time and Time Off In Lieu

38.4.1 Staff working overtime who are directed to travel or drive by motor vehicle away from their headquarters as a part of their duties before or after agreed working hours, shall be granted time off in lieu. This period shall be calculated from the actual time spent in travelling in excess of their ordinary travelling time to and from their headquarters. The rate shall be at ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays.

38.4.2 The maximum period of time off in lieu of travel on any one day shall be eight hours; except for Saturdays, Sundays and Public Holidays where all time spent in actual travel shall be deemed to be travelling time. In the case which staff are absent from their usual headquarters and where it does not involve an overnight stay on that day, travelling time will be calculated from the period between the times of normal operating hours and the departure time of the first available transport.

38.4.3 Time spent in travelling by motor vehicle where the employee is directed to drive a vehicle shall be deemed to be overtime.

38.4.4 Where Time Off In Lieu for Travelling Is Not Granted

38.4.4.1 Time off in lieu shall not be granted for travelling by plane or train between the hours of 11.00pm and 6.00am. Time off in lieu shall not be granted for periods of thirty minutes or less.

38.5 Child/Family Care expenses

38.5.1 Where a staff member is required to undertake additional work outside of their normal work requirements, they shall be entitled to reimbursement of child/family care expenses, if any, for the period of the additional work.

39. SHIFTWORK

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

'Night shift' means a shift commencing at or after 6.00pm and concluding before 6.30am.

39.1 Shiftwork for Security Staff.

39.1.1 Unless otherwise agreed, Security Officers shall work a shiftwork roster comprising a combination of 12 hour shifts and seven or eight hour shifts for a fortnightly average of not more than 84 hours, and a maximum of up to 7 x 12 hour shifts per fortnight, with a maximum of 4 x 12 hour shifts in succession and at least 72 hours off between these shift periods.

39.1.2 Subject to the parameters set by management, all major changes to the roster shall be effected by the Security Supervisors through consultation and agreement of a majority of security staff.

39.1.3 Roster periods shall begin on Monday and continue for 28 consecutive days. Each roster shall be available to staff at least five clear working days prior to its commencement.

39.2 Shiftwork for other than Security Staff

39.2.1 Where staff other than Security Officers are required to work shiftwork, as defined in Clause 3 Definitions, the terms and conditions of that shiftwork shall be set out as per the following:

- (a) A staff member, other than a Security Officer, who works an afternoon shift or night shift of 7.5 hours shall be paid a shift allowance of \$21.30. Where a shift is other than 7.5 hours a staff member shall be paid the allowance in proportion to which the hours actually worked are to 7.5 hours. Where a staff member works, or is likely to work, eight afternoon shift or night shifts, the staff member shall be entitled to either the allowance or a day in lieu of the allowance. At the commencement of each calendar year a staff member shall advise their manager as to which method of reimbursement for time worked will apply to them.
- (b) Work done during ordinary rostered hours on Saturdays or Sundays shall be paid at time and one half. These rates shall be paid in lieu of any shiftwork loading.
- (c) Worked performed on a Public Holiday as specified in sub-clause 32.1 Public Holidays, shall be paid at double time and one half or may, subject to agreement between a staff member and his or her manager, be paid at the rate of time and one half, with an additional period of leave equivalent to the time worked to be taken within the 12 months. These rates shall be paid in lieu of any shift work loading.
- (d) A staff member whose normal rostered-off day falls on a Public Holiday as specified in sub-clause 32.1 Public Holidays shall be paid the ordinary hourly rate for that day, and be allowed a day's leave with pay to be taken within the next 12 months.
- (e) A staff member on shift work shall work 75 hours each fortnight, exclusive of meal intervals, on the basis that no more than 10 hours per shift are worked. All shifts shall be continuous other than for meal breaks. Shift work may be rostered on any of the seven days of the week provided not more than six consecutive days shall be worked.
- (f) A staff member required to undertake shiftwork shall work no more than five hours without a meal break lasting a minimum of 30 minutes and a maximum of 60 minutes.

39.3 General Shiftwork Provisions

39.3.1 A staff member who is rostered to work on Sundays and Public Holidays, shall be entitled to an additional day's leave for each 10 Sundays or Public Holidays worked.

39.3.2 A staff member is not entitled to additional leave loading as a result of any additional leave received for undertaking shiftwork.

- 39.3.3 A staff member who works at the conclusion of their shift or during a rostered-off day shall be paid overtime, according to clause 38.2.1 Payment of Overtime.
- 39.3.4 A roster may only be altered on account of a contingency which the Head of School/Area could not have been reasonably expected to foresee. When a roster is altered the staff concerned shall be notified of the changed shift not later than 24 hours before the changed shift commences.
- 39.3.5 A staff member who reports for duty at the rostered time and who is then advised that the duty is not required or that the commencing time has been changed since the staff member was last on duty, shall be paid a minimum of two hours at the rate applicable for that duty, provided that this shall not apply to a staff member who was absent from duty on the previous rostered shift.
- 39.3.6 A staff member shall not be rostered for duty until at least 10 hours have elapsed from the time the previous rostered shift ended.
- 39.3.7 A staff member shall not be retained permanently on the one shift unless the staff member so elects in writing and it is approved by their manager.

40. RETIREMENT MANAGEMENT

- 40.1 Where necessary, the University will give consideration to particular strategies to encourage retirement.
- 40.2 Pre-retirement
- 40.2.1 The University may agree to amend the conditions of employment for a period of between three years and five years where a person nominates a specific retirement date. In such cases, the staff member may seek to work for this period of time at less than their current time fraction, but not less than 0.5 time, in return for which the University will continue to pay the employer contributions to superannuation at the previous time fraction rate as well as the difference between the staff member's reduced contribution rate and their previous contribution rate. All other conditions of employment shall remain unchanged.
- 40.2.2 Where appropriate and subject to the requirements of an appropriate staff plan, and where a staff member seeks to nominate a retirement date up to three years in advance, the University may negotiate an additional salary benefit of 10% for that staff member. The additional salary benefit is not payable on any monies received at termination, including accrued or pro-rata leave.
- 40.2.3 Any approval of either of these arrangements in sub-clauses 42.2.1 or 42.2.2 above shall be subject to the provisions of a written agreement signed by the staff member and the University.
- 40.2.4 The staff member is responsible for investigating the impact of these arrangements on their superannuation, leave entitlements, and taxation prior to committing to the arrangement.
- 40.2.5 In the event of exceptional circumstances beyond the control of the staff member, an application may be made to the Director, Staff Services to vary these arrangements. The staff member shall provide relevant information to

support their claim and renegotiation of the arrangements shall require the agreement of the staff member, the relevant manager and the Director, Staff Services.

41. REDEPLOYMENT AND REDUNDANCY

'Redundant' or 'Redundancy' means a situation where a position is surplus to requirements.

'Redeployee' means a staff member whose position has been made redundant.

'Salary Maintenance' means payment at the staff member's classification including applicable increments at the commencement of redeployment and including salary increases payable under this Agreement

'Suitable alternative employment' means either:

- (a) Employment within the University, in a position that:
 - (i) Has continuing status or for which salary maintenance is provided;
 - (ii) Has ordinary hours of duty being not less than those worked by the staff member in their previous position, unless agreed to by the staff member and;
 - (iii) Is commensurate with the staff member's skills and competencies; and
 - (iv) Is within a reasonable distance of their existing work location, or
- (b) Employment in an organisation associated with the University and where the staff member is provided with a position that reasonably complies with (a) above, provided that there is agreement with the staff member and any nominated representative.

'Surplus to requirements' means a situation where a job performed by a staff member ceases to exist, or significant aspects of the work of that staff member is no longer being done by that staff member, due to: (a) financial exigencies; (b) changed organisational requirements, such as a University decision to discontinue or curtail a particular service or activity; or (c) technological change or development.

Scope

- 41.1 Redeployment and redundancy shall, where appropriate, only be considered after reasonable applicable provisions of Clause 12 Consultation and Change Management have been complied with. This clause shall only apply to continuing staff.

Reasons for Redundancy

- 41.2 Where an area within the University has decided that one or more positions are surplus to requirements for reasons of an economic, technological, structural or similar nature, the University will formally notify the staff member(s) concerned and any nominated representative(s) in writing and will outline the reason(s) for that decision. These positions shall be classified as being redundant.
- 41.3 The determination of the positions to be made redundant shall be by use of fair and objective criteria and the staff member(s) shall be advised of this information.

41.4 Staff who occupy the positions that have been made redundant shall be classified as redeployees and may be placed in suitable alternative employment either within the University or, with the agreement of the staff member and any nominated representative(s), an organisation associated with the University with no change to their existing conditions of employment.

41.5 Preference given in filling vacancies

41.5.1 All redeployees shall be given preferential consideration for any position at or below their substantive level that is vacant or newly created, before it is advertised or filled by invitation. The capacity of redeployees to perform the position requirements within a reasonable time or with reasonable training shall be considered. Once a position has been advertised, any available redeployees not previously considered for the position must be considered as if they were applicants for the position.

41.5.2 Managers shall ensure that redeployees are given preference in consideration for relevant advertised positions.

Offer of Redundancy

41.6 If, after a period of ten weeks, no such placement to suitable alternative employment is available, or there is no likelihood of one being available, the redeployee shall be offered a redundancy payment or the option of continuing their redeployment status for a further forty weeks. The redeployee will be given a further period of two (2) weeks at the conclusion of the ten week period to make this decision.

Status

41.7 If the redeployee accepts a placement into a non-continuing position, the decision as to their status shall be postponed for the length of that transfer.

Trial Period

41.8 Where a redeployee is offered and accepts suitable alternative employment, he or she may have a trial period of 8 weeks during which their suitability for the position shall be assessed. During the trial, if the redeployee determines that the position is not suitable, the redeployee shall continue to hold redeployment status.

Re-Appointment

41.9 Where a redeployee has taken a termination payment, they shall not be eligible for appointment to any position with the University, for a period at least equal to the number of weeks of redundancy pay received as defined in sub-clause 43.11 (a) +(b) +(c).

Notice of Termination

41.10 Where a decision has been made to proceed with redundancy, the staff member concerned shall be given formal written notice that their employment with the University is to be terminated.

Redundancy Payments

41.11 Redeployees shall be paid a redundancy payment according to the following formula:

- (a) four weeks pay in lieu of notice;
- (b) payment in lieu of an entitlement period as set out in the following table:

Age Entitlement

45 or over

A maximum of 24 weeks pay, based on eight weeks for the first 12 months of service or part thereof, and eight weeks pay pro-rata for each subsequent year of service;

40 – 44

A maximum of 21 weeks pay, based on seven weeks for the first 12 months of service or part thereof, and seven weeks pro-rata for each subsequent year of service;

39 or under

A maximum of 18 weeks pay, based on six weeks for the first 12 months of service or part thereof, and six weeks pro-rata for each subsequent year of service.

- (c) three weeks pay for each completed year of service;
- (d) payment in lieu of all annual leave and long service leave entitlements standing to the credit of the staff member at the date of the termination; and
- (e) pro-rata long service leave and annual leave entitlements.

Provided that the sum of (a) + (b) + (c) shall not exceed 82 weeks in total.

Pay as a Redeployee

41.12 A redeployee shall not be paid less than their substantive salary.

Termination

41.13 Where, at the conclusion of the forty-week period of redeployment, the redeployee has not been able to obtain suitable alternative employment, the staff member's employment with the University shall terminate.

41.14 Where employment is terminated in accordance with sub-clauses 41.6 or 41.13, the redeployee shall receive the entitlement prescribed in sub-clause 41.11, less an amount equivalent to the salary received during the forty-week redeployment period.

Resignation

41.15 Where a redeployee elects to resign at any time during the redeployment period, the staff member shall receive the entitlement prescribed in sub-clause 41.11, less an amount equivalent to the salary received during the redeployment period worked prior to the resignation.

Employment Opportunities

41.16 The University will seek to maximise employment opportunities for redeployees through assistance with training, career counselling, job search and other relevant support activities.

41.17 The University will work with other organisations to maximise the opportunities for employment for redeployees.

Responsibilities for Costs

41.18 Where the Area/School/Division declares a position redundant, the relevant area/school/division shall be liable to meet any costs associated with this clause, including training, re-training, salary maintenance, accrued leave or redundancy payment for any staff members who are affected by the decision. Where a redeployee is placed in another position for a trial period, these costs may be shared by agreement between the respective Area/School/Division.

41.19 Where a position is made redundant as a result of a University wide change, the costs associated with training, re-training, salary maintenance and redundancy may be negotiated between the relevant Areas/Schools/Divisions.

41.20 Nothing in sub-clauses 41.19 or 41.20 shall prejudice the rights of a staff member to receiving the benefits of redundancy.

42. VOLUNTARY EARLY RETIREMENT SCHEME

42.1 The University may offer a voluntary early retirement scheme, the conditions of which will be approved by the Australian Taxation Office. The MSCC shall be afforded the opportunity to provide comment in relation to the conditions of the scheme.

Schedule A SALARIES

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008									
CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
G01	01	\$29,196	\$29,633	\$30,225	\$30,980	\$31,754	\$32,547	\$33,360	\$34,194
G01	02	\$29,858	\$30,305	\$30,911	\$31,683	\$32,475	\$33,286	\$34,118	\$34,970
G01	03	\$30,522	\$30,979	\$31,598	\$32,387	\$33,196	\$34,025	\$34,875	\$35,746
G02	01	\$31,517	\$31,989	\$32,628	\$33,443	\$34,279	\$35,135	\$36,013	\$36,913
G02	02	\$32,181	\$32,663	\$33,316	\$34,148	\$35,001	\$35,876	\$36,772	\$37,691
G02	03	\$32,679	\$33,169	\$33,832	\$34,677	\$35,543	\$36,431	\$37,341	\$38,274
G03	01	\$33,175	\$33,672	\$34,345	\$35,203	\$36,083	\$36,985	\$37,909	\$38,856
G03	02	\$34,171	\$34,683	\$35,376	\$36,260	\$37,166	\$38,095	\$39,047	\$40,023
G03	03	\$35,166	\$35,693	\$36,406	\$37,316	\$38,248	\$39,204	\$40,184	\$41,188
G03	04	\$36,161	\$36,703	\$37,437	\$38,372	\$39,331	\$40,314	\$41,321	\$42,354
G04	01	\$38,152	\$38,724	\$39,498	\$40,485	\$41,497	\$42,534	\$43,597	\$44,686
G04	02	\$38,815	\$39,397	\$40,184	\$41,188	\$42,217	\$43,272	\$44,353	\$45,461
G04	03	\$39,478	\$40,070	\$40,871	\$41,892	\$42,939	\$44,012	\$45,112	\$46,239
G04	04	\$40,142	\$40,744	\$41,558	\$42,596	\$43,660	\$44,751	\$45,869	\$47,015
G05	01	\$41,469	\$42,091	\$42,932	\$44,005	\$45,105	\$46,232	\$47,387	\$48,571
G05	02	\$42,797	\$43,438	\$44,306	\$45,413	\$46,548	\$47,711	\$48,903	\$50,125

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008

CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
G05	03	\$44,124	\$44,785	\$45,680	\$46,822	\$47,992	\$49,191	\$50,420	\$51,680
G05	04	\$45,451	\$46,132	\$47,054	\$48,230	\$49,435	\$50,670	\$51,936	\$53,234
G06	01	\$48,106	\$48,827	\$49,803	\$51,048	\$52,324	\$53,632	\$54,972	\$56,346
G06	02	\$49,101	\$49,837	\$50,833	\$52,103	\$53,405	\$54,740	\$56,108	\$57,510
G06	03	\$50,096	\$50,847	\$51,863	\$53,159	\$54,487	\$55,849	\$57,245	\$58,676
G06	04	\$51,091	\$51,857	\$52,894	\$54,216	\$55,571	\$56,960	\$58,384	\$59,843
G07	01	\$53,083	\$53,879	\$54,956	\$56,329	\$57,737	\$59,180	\$60,659	\$62,175
G07	02	\$54,410	\$55,226	\$56,330	\$57,738	\$59,181	\$60,660	\$62,176	\$63,730
G07	03	\$55,736	\$56,572	\$57,703	\$59,145	\$60,623	\$62,138	\$63,691	\$65,283
G07	04	\$57,063	\$57,918	\$59,076	\$60,552	\$62,065	\$63,616	\$65,206	\$66,836
G08	01	\$59,716	\$60,611	\$61,823	\$63,368	\$64,952	\$66,575	\$68,239	\$69,944
G08	02	\$61,044	\$61,959	\$63,198	\$64,777	\$66,396	\$68,055	\$69,756	\$71,499
G08	03	\$62,371	\$63,306	\$64,572	\$66,186	\$67,840	\$69,536	\$71,274	\$73,055
G08	04	\$63,698	\$64,653	\$65,946	\$67,594	\$69,283	\$71,015	\$72,790	\$74,609
G09	01	\$69,671	\$70,716	\$72,130	\$73,933	\$75,781	\$77,675	\$79,616	\$81,606
G09	02	\$70,996	\$72,060	\$73,501	\$75,338	\$77,221	\$79,151	\$81,129	\$83,157
G09	03	\$72,324	\$73,408	\$74,876	\$76,747	\$78,665	\$80,631	\$82,646	\$84,712
G09	04	\$73,650	\$74,754	\$76,249	\$78,155	\$80,108	\$82,110	\$84,162	\$86,266
G10	01	\$74,646	\$75,765	\$77,280	\$79,212	\$81,192	\$83,221	\$85,301	\$87,433
G10	02	\$78,295	\$79,469	\$81,058	\$83,084	\$85,161	\$87,290	\$89,472	\$91,708
G10	03	\$81,944	\$83,173	\$84,836	\$86,956	\$89,129	\$91,357	\$93,640	\$95,981
G11	01	\$86,257	\$87,550	\$89,301	\$91,533	\$93,821	\$96,166	\$98,570	\$101,034
G11	02	\$90,239	\$91,592	\$93,423	\$95,758	\$98,151	\$100,604	\$103,119	\$105,696
G11	03	\$94,220	\$95,633	\$97,545	\$99,983	\$102,482	\$105,044	\$107,670	\$110,361
G12	01	\$99,528	\$101,020	\$103,040	\$105,616	\$108,256	\$110,962	\$113,736	\$116,579
G12	02	\$103,508	\$105,060	\$107,161	\$109,840	\$112,586	\$115,400	\$118,285	\$121,242
G12	03	\$107,490	\$109,102	\$111,284	\$114,066	\$116,917	\$119,839	\$122,834	\$125,904
G13	01	\$112,799	\$114,490	\$116,779	\$119,698	\$122,690	\$125,757	\$128,900	\$132,122
G/A	01	\$16,588	\$16,836	\$17,172	\$17,601	\$18,041	\$18,492	\$18,954	\$19,427
G/A	02	\$19,906	\$20,204	\$20,608	\$21,123	\$21,651	\$22,192	\$22,746	\$23,314
G/A	03	\$23,224	\$23,572	\$24,043	\$24,644	\$25,260	\$25,891	\$26,538	\$27,201
G/A	04	\$26,541	\$26,939	\$27,477	\$28,163	\$28,867	\$29,588	\$30,327	\$31,085
G/A	05	\$29,858	\$30,305	\$30,911	\$31,683	\$32,475	\$33,286	\$34,118	\$34,970
G/A	06	\$33,176	\$33,673	\$34,346	\$35,204	\$36,084	\$36,986	\$37,910	\$38,857
G/B	01	\$13,934	\$14,143	\$14,425	\$14,785	\$15,154	\$15,532	\$15,920	\$16,318
G/B	02	\$18,247	\$18,520	\$18,890	\$19,362	\$19,846	\$20,342	\$20,850	\$21,371
G/B	03	\$24,882	\$25,255	\$25,760	\$26,404	\$27,064	\$27,740	\$28,433	\$29,143
G/B	04	\$29,858	\$30,305	\$30,911	\$31,683	\$32,475	\$33,286	\$34,118	\$34,970
G/C	01	\$27,868	\$28,286	\$28,851	\$29,572	\$30,311	\$31,068	\$31,844	\$32,640

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008

CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
G/C	02	\$29,195	\$29,632	\$30,224	\$30,979	\$31,753	\$32,546	\$33,359	\$34,192
G/C	03	\$30,522	\$30,979	\$31,598	\$32,387	\$33,196	\$34,025	\$34,875	\$35,746
G/C	04	\$33,176	\$33,673	\$34,346	\$35,204	\$36,084	\$36,986	\$37,910	\$38,857
GJ01	01	\$29,196	\$29,633	\$30,225	\$30,980	\$31,754	\$32,547	\$33,360	\$34,194
GJ01	02	\$29,858	\$30,305	\$30,911	\$31,683	\$32,475	\$33,286	\$34,118	\$34,970
GJ01	03	\$30,522	\$30,979	\$31,598	\$32,387	\$33,196	\$34,025	\$34,875	\$35,746
GJ01	04	\$31,517	\$31,989	\$32,628	\$33,443	\$34,279	\$35,135	\$36,013	\$36,913
GJ01	05	\$32,181	\$32,663	\$33,316	\$34,148	\$35,001	\$35,876	\$36,772	\$37,691
GJ01	06	\$32,679	\$33,169	\$33,832	\$34,677	\$35,543	\$36,431	\$37,341	\$38,274
GJ02	01	\$31,517	\$31,989	\$32,628	\$33,443	\$34,279	\$35,135	\$36,013	\$36,913
GJ02	02	\$32,181	\$32,663	\$33,316	\$34,148	\$35,001	\$35,876	\$36,772	\$37,691
GJ02	03	\$32,679	\$33,169	\$33,832	\$34,677	\$35,543	\$36,431	\$37,341	\$38,274
GJ02	04	\$33,175	\$33,672	\$34,345	\$35,203	\$36,083	\$36,985	\$37,909	\$38,856
GJ02	05	\$34,171	\$34,683	\$35,376	\$36,260	\$37,166	\$38,095	\$39,047	\$40,023
GJ02	06	\$35,166	\$35,693	\$36,406	\$37,316	\$38,248	\$39,204	\$40,184	\$41,188
GJ02	07	\$36,161	\$36,703	\$37,437	\$38,372	\$39,331	\$40,314	\$41,321	\$42,354
GJ03	01	\$33,175	\$33,672	\$34,345	\$35,203	\$36,083	\$36,985	\$37,909	\$38,856
GJ03	02	\$34,171	\$34,683	\$35,376	\$36,260	\$37,166	\$38,095	\$39,047	\$40,023
GJ03	03	\$35,166	\$35,693	\$36,406	\$37,316	\$38,248	\$39,204	\$40,184	\$41,188
GJ03	04	\$36,161	\$36,703	\$37,437	\$38,372	\$39,331	\$40,314	\$41,321	\$42,354
GJ03	05	\$38,152	\$38,724	\$39,498	\$40,485	\$41,497	\$42,534	\$43,597	\$44,686
GJ03	06	\$38,815	\$39,397	\$40,184	\$41,188	\$42,217	\$43,272	\$44,353	\$45,461
GJ03	07	\$39,478	\$40,070	\$40,871	\$41,892	\$42,939	\$44,012	\$45,112	\$46,239
GJ03	08	\$40,142	\$40,744	\$41,558	\$42,596	\$43,660	\$44,751	\$45,869	\$47,015
GJ04	01	\$38,152	\$38,724	\$39,498	\$40,485	\$41,497	\$42,534	\$43,597	\$44,686
GJ04	02	\$38,815	\$39,397	\$40,184	\$41,188	\$42,217	\$43,272	\$44,353	\$45,461
GJ04	03	\$39,478	\$40,070	\$40,871	\$41,892	\$42,939	\$44,012	\$45,112	\$46,239
GJ04	04	\$40,142	\$40,744	\$41,558	\$42,596	\$43,660	\$44,751	\$45,869	\$47,015
GJ04	05	\$41,469	\$42,091	\$42,932	\$44,005	\$45,105	\$46,232	\$47,387	\$48,571
GJ04	06	\$42,797	\$43,438	\$44,306	\$45,413	\$46,548	\$47,711	\$48,903	\$50,125
GJ04	07	\$44,124	\$44,785	\$45,680	\$46,822	\$47,992	\$49,191	\$50,420	\$51,680
GJ04	08	\$45,451	\$46,132	\$47,054	\$48,230	\$49,435	\$50,670	\$51,936	\$53,234
GJ05	01	\$41,469	\$42,091	\$42,932	\$44,005	\$45,105	\$46,232	\$47,387	\$48,571
GJ05	02	\$42,797	\$43,438	\$44,306	\$45,413	\$46,548	\$47,711	\$48,903	\$50,125
GJ05	03	\$44,124	\$44,785	\$45,680	\$46,822	\$47,992	\$49,191	\$50,420	\$51,680
GJ05	04	\$45,451	\$46,132	\$47,054	\$48,230	\$49,435	\$50,670	\$51,936	\$53,234
GJ05	05	\$48,106	\$48,827	\$49,803	\$51,048	\$52,324	\$53,632	\$54,972	\$56,346
GJ05	06	\$49,101	\$49,837	\$50,833	\$52,103	\$53,405	\$54,740	\$56,108	\$57,510
GJ05	07	\$50,096	\$50,847	\$51,863	\$53,159	\$54,487	\$55,849	\$57,245	\$58,676

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008

CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
GJ05	08	\$51,091	\$51,857	\$52,894	\$54,216	\$55,571	\$56,960	\$58,384	\$59,843
GJ06	01	\$48,106	\$48,827	\$49,803	\$51,048	\$52,324	\$53,632	\$54,972	\$56,346
GJ06	02	\$49,101	\$49,837	\$50,833	\$52,103	\$53,405	\$54,740	\$56,108	\$57,510
GJ06	03	\$50,096	\$50,847	\$51,863	\$53,159	\$54,487	\$55,849	\$57,245	\$58,676
GJ06	04	\$51,091	\$51,857	\$52,894	\$54,216	\$55,571	\$56,960	\$58,384	\$59,843
GJ06	05	\$53,082	\$53,878	\$54,955	\$56,328	\$57,736	\$59,179	\$60,658	\$62,174
GJ06	06	\$54,410	\$55,226	\$56,330	\$57,738	\$59,181	\$60,660	\$62,176	\$63,730
GJ06	07	\$55,736	\$56,572	\$57,703	\$59,145	\$60,623	\$62,138	\$63,691	\$65,283
GJ06	08	\$57,063	\$57,918	\$59,076	\$60,552	\$62,065	\$63,616	\$65,206	\$66,836
GJ07	01	\$53,082	\$53,878	\$54,955	\$56,328	\$57,736	\$59,179	\$60,658	\$62,174
GJ07	02	\$54,410	\$55,226	\$56,330	\$57,738	\$59,181	\$60,660	\$62,176	\$63,730
GJ07	03	\$55,736	\$56,572	\$57,703	\$59,145	\$60,623	\$62,138	\$63,691	\$65,283
GJ07	04	\$57,063	\$57,918	\$59,076	\$60,552	\$62,065	\$63,616	\$65,206	\$66,836
GJ07	05	\$59,716	\$60,611	\$61,823	\$63,368	\$64,952	\$66,575	\$68,239	\$69,944
GJ07	06	\$61,044	\$61,959	\$63,198	\$64,777	\$66,396	\$68,055	\$69,756	\$71,499
GJ07	07	\$62,371	\$63,306	\$64,572	\$66,186	\$67,840	\$69,536	\$71,274	\$73,055
GJ07	08	\$63,698	\$64,653	\$65,946	\$67,594	\$69,283	\$71,015	\$72,790	\$74,609
GJ08	01	\$59,716	\$60,611	\$61,823	\$63,368	\$64,952	\$66,575	\$68,239	\$69,944
GJ08	02	\$61,044	\$61,959	\$63,198	\$64,777	\$66,396	\$68,055	\$69,756	\$71,499
GJ08	03	\$62,371	\$63,306	\$64,572	\$66,186	\$67,840	\$69,536	\$71,274	\$73,055
GJ08	04	\$63,698	\$64,653	\$65,946	\$67,594	\$69,283	\$71,015	\$72,790	\$74,609
GJ08	05	\$69,671	\$70,716	\$72,130	\$73,933	\$75,781	\$77,675	\$79,616	\$81,606
GJ08	06	\$70,996	\$72,060	\$73,501	\$75,338	\$77,221	\$79,151	\$81,129	\$83,157
GJ08	07	\$72,324	\$73,408	\$74,876	\$76,747	\$78,665	\$80,631	\$82,646	\$84,712
GJ08	08	\$73,650	\$74,754	\$76,249	\$78,155	\$80,108	\$82,110	\$84,162	\$86,266
GJ09	01	\$69,671	\$70,716	\$72,130	\$73,933	\$75,781	\$77,675	\$79,616	\$81,606
GJ09	02	\$70,996	\$72,060	\$73,501	\$75,338	\$77,221	\$79,151	\$81,129	\$83,157
GJ09	03	\$72,324	\$73,408	\$74,876	\$76,747	\$78,665	\$80,631	\$82,646	\$84,712
GJ09	04	\$73,650	\$74,754	\$76,249	\$78,155	\$80,108	\$82,110	\$84,162	\$86,266
GJ09	05	\$74,646	\$75,765	\$77,280	\$79,212	\$81,192	\$83,221	\$85,301	\$87,433
GJ09	06	\$78,295	\$79,469	\$81,058	\$83,084	\$85,161	\$87,290	\$89,472	\$91,708
GJ09	07	\$81,944	\$83,173	\$84,836	\$86,956	\$89,129	\$91,357	\$93,640	\$95,981
GJ10	01	\$74,646	\$75,765	\$77,280	\$79,212	\$81,192	\$83,221	\$85,301	\$87,433
GJ10	02	\$78,295	\$79,469	\$81,058	\$83,084	\$85,161	\$87,290	\$89,472	\$91,708
GJ10	03	\$81,944	\$83,173	\$84,836	\$86,956	\$89,129	\$91,357	\$93,640	\$95,981
GJ10	04	\$86,257	\$87,550	\$89,301	\$91,533	\$93,821	\$96,166	\$98,570	\$101,034
GJ10	05	\$90,239	\$91,592	\$93,423	\$95,758	\$98,151	\$100,604	\$103,119	\$105,696
GJ10	06	\$94,220	\$95,633	\$97,545	\$99,983	\$102,482	\$105,044	\$107,670	\$110,361
GJ11	01	\$86,257	\$87,550	\$89,301	\$91,533	\$93,821	\$96,166	\$98,570	\$101,034

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008

CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
GJ11	02	\$90,239	\$91,592	\$93,423	\$95,758	\$98,151	\$100,604	\$103,119	\$105,696
GJ11	03	\$94,220	\$95,633	\$97,545	\$99,983	\$102,482	\$105,044	\$107,670	\$110,361
GJ11	04	\$99,528	\$101,020	\$103,040	\$105,616	\$108,256	\$110,962	\$113,736	\$116,579
GJ11	05	\$103,508	\$105,060	\$107,161	\$109,840	\$112,586	\$115,400	\$118,285	\$121,242
GJ11	06	\$107,490	\$109,102	\$111,284	\$114,066	\$116,917	\$119,839	\$122,834	\$125,904
GJ12	01	\$99,528	\$101,020	\$103,040	\$105,616	\$108,256	\$110,962	\$113,736	\$116,579
GJ12	02	\$103,508	\$105,060	\$107,161	\$109,840	\$112,586	\$115,400	\$118,285	\$121,242
GJ12	03	\$107,490	\$109,102	\$111,284	\$114,066	\$116,917	\$119,839	\$122,834	\$125,904
GJ12	04	\$112,799	\$114,490	\$116,779	\$119,698	\$122,690	\$125,757	\$128,900	\$132,122
GP03	05	\$37,156	\$37,713	\$38,467	\$39,428	\$40,413	\$41,423	\$42,458	\$43,519
GP04	05	\$40,807	\$41,419	\$42,247	\$43,303	\$44,385	\$45,494	\$46,631	\$47,796
GP04	08	\$42,797	\$43,438	\$44,306	\$45,413	\$46,548	\$47,711	\$48,903	\$50,125
GP05	06	\$48,106	\$48,827	\$49,803	\$51,048	\$52,324	\$53,632	\$54,972	\$56,346
GP06	06	\$53,082	\$53,878	\$54,955	\$56,328	\$57,736	\$59,179	\$60,658	\$62,174
GP07	04	\$57,063	\$57,918	\$59,076	\$60,552	\$62,065	\$63,616	\$65,206	\$66,836
GP07	05	\$58,390	\$59,265	\$60,450	\$61,961	\$63,510	\$65,097	\$66,724	\$68,392
GP07	08	\$62,371	\$63,306	\$64,572	\$66,186	\$67,840	\$69,536	\$71,274	\$73,055
GP08	05	\$65,688	\$66,673	\$68,006	\$69,706	\$71,448	\$73,234	\$75,064	\$76,940
GP09	01	\$69,671	\$70,716	\$72,130	\$73,933	\$75,781	\$77,675	\$79,616	\$81,606
GP09	02	\$70,996	\$72,060	\$73,501	\$75,338	\$77,221	\$79,151	\$81,129	\$83,157
GP09	03	\$72,324	\$73,408	\$74,876	\$76,747	\$78,665	\$80,631	\$82,646	\$84,712
GP09	04	\$73,650	\$74,754	\$76,249	\$78,155	\$80,108	\$82,110	\$84,162	\$86,266
GS2J	01	\$43,737	\$44,393	\$45,280	\$46,412	\$47,572	\$48,761	\$49,980	\$51,229
GS2J	02	\$44,615	\$45,284	\$46,189	\$47,343	\$48,526	\$49,739	\$50,982	\$52,256
GS2J	03	\$45,273	\$45,952	\$46,871	\$48,042	\$49,243	\$50,474	\$51,735	\$53,028
GS2J	04	\$45,935	\$46,624	\$47,556	\$48,744	\$49,962	\$51,211	\$52,491	\$53,803
GS2J	05	\$47,252	\$47,960	\$48,919	\$50,141	\$51,394	\$52,678	\$53,994	\$55,343
GS2J	06	\$48,569	\$49,297	\$50,282	\$51,539	\$52,827	\$54,147	\$55,500	\$56,887
GS2J	07	\$49,887	\$50,635	\$51,647	\$52,938	\$54,261	\$55,617	\$57,007	\$58,432
GS4	01	\$59,307	\$60,196	\$61,399	\$62,933	\$64,506	\$66,118	\$67,770	\$69,464
GS4	02	\$60,302	\$61,206	\$62,430	\$63,990	\$65,589	\$67,228	\$68,908	\$70,630
GS4	03	\$61,297	\$62,216	\$63,460	\$65,046	\$66,672	\$68,338	\$70,046	\$71,797
GS4	04	\$62,297	\$63,231	\$64,495	\$66,107	\$67,759	\$69,452	\$71,188	\$72,967
GS5	01	\$64,288	\$65,252	\$66,557	\$68,220	\$69,925	\$71,673	\$73,464	\$75,300
GS5	02	\$66,284	\$67,278	\$68,623	\$70,338	\$72,096	\$73,898	\$75,745	\$77,638
GS5	03	\$68,274	\$69,298	\$70,683	\$72,450	\$74,261	\$76,117	\$78,019	\$79,969
GS5	04	\$70,269	\$71,323	\$72,749	\$74,567	\$76,431	\$78,341	\$80,299	\$82,306
GSA2J	01	\$41,736	\$42,362	\$43,209	\$44,289	\$45,396	\$46,530	\$47,693	\$48,885
GSA2J	02	\$42,614	\$43,253	\$44,118	\$45,220	\$46,350	\$47,508	\$48,695	\$49,912

Salary Scale Projections 01-Oct-2004 to 01-Apr-2008

CLASS	Step	1/10/2004	1/04/2005	1/10/2005	1/04/2006	1/10/2006	1/04/2007	1/10/2007	1/04/2008
		CURRENT	1.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%
GSA2J	03	\$43,273	\$43,922	\$44,800	\$45,920	\$47,068	\$48,244	\$49,450	\$50,686
GSA2J	04	\$43,932	\$44,590	\$45,481	\$46,618	\$47,783	\$48,977	\$50,201	\$51,456
GSA2J	05	\$45,251	\$45,929	\$46,847	\$48,018	\$49,218	\$50,448	\$51,709	\$53,001
GSA2J	06	\$46,568	\$47,266	\$48,211	\$49,416	\$50,651	\$51,917	\$53,214	\$54,544
GSA2J	07	\$47,886	\$48,604	\$49,576	\$50,815	\$52,085	\$53,387	\$54,721	\$56,089
GSA4	01	\$57,305	\$58,164	\$59,327	\$60,810	\$62,330	\$63,888	\$65,485	\$67,122
GSA4	02	\$58,301	\$59,175	\$60,358	\$61,866	\$63,412	\$64,997	\$66,621	\$68,286
GSA4	03	\$59,297	\$60,186	\$61,389	\$62,923	\$64,496	\$66,108	\$67,760	\$69,454
GSA4	04	\$60,295	\$61,199	\$62,422	\$63,982	\$65,581	\$67,220	\$68,900	\$70,622
GSP5	04	\$70,269	\$71,323	\$72,749	\$74,567	\$76,431	\$78,341	\$80,299	\$82,306

Schedule B ALLOWANCES

SCHEDULE OF ALLOWANCES

A. LOCALITY ALLOWANCES

Allowance rates for staff members without dependants
(Staff members with dependants receive double the following allowances)

District No	Standard Rate \$pa	Exceptions to Standard Rate	
		Town or Place	Amount Payable \$pa
6	3450	Nil	
5	2823	Fitzroy Crossing	3802
		Halls Creek	
		Turner River Camp	
		Nullagine	3533
		Liveringa (Camballin)	
		Marble Bar	
		Wittenoom	3324
		Karratha	3093
		Port Hedland	
4	1422	Warburton Mission	3821
			1339
3	896	Carnarvon	
		Meekatharra	1422
		Mount Magnet	
		Wiluna	
		Laverton	
		Leonora	
		Cue	
2	643	Kalgoorlie	215
		Boulder	849
		Ravensthorpe	
		Norseman	
		Salmon Gums	
		Marvel Loch	
		Esperance	
1		Nil	

B. MOTOR VEHICLE ALLOWANCES

A staff member authorised to use a private motor vehicle on University business shall be reimbursed for such use in accordance with the following rates:

1 Motor Car

(Rates are expressed as 'cents per kilometre')

Area and Details	Engine Displacement in Cubic Centimetres		
	Over 2600cc	1600cc – 2600cc	Less than 1600cc
Metropolitan Area	69.0	58.9	48.9
South-west land division	71.5	61.1	51.0
North of 23.5 deg South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

2 Motor Cycle 23.9 cents per kilometre

3 Caravan 5.5 cents per kilometre in addition to the motor vehicle rate

4 Trailer 3.3 cents per kilometre in addition to the motor vehicle rate

C. CAMPING ALLOWANCE

South of 26 Degree South Latitude \$52.45 per day

North of 26 Degree South Latitude \$58.50 per day

D. MEAL ALLOWANCE

Breakfast \$8.50

Midday Meal \$11.50

Evening Meal \$15.00

E. COMPOSITE ALLOWANCE

Carpenters Workshop \$36.50 per fortnight

Painters Workshop \$42.00 per fortnight

Plumbers Workshop \$74.00 per fortnight

F. DETAIL ALLOWANCE

\$0.65 per hour

G. LICENCE ALLOWANCE

Plumbing \$30.00 per fortnight

Electrical \$36.50 per fortnight

Refrigeration fitters \$36.50 per fortnight

H. LEADING HAND ALLOWANCE

Trades (3-10 staff) \$68.00 per fortnight

(> 10 staff) \$91.00 per fortnight

Non-Trades (1-5 staff) \$26.50 per fortnight

(6-10 staff) \$41.00 per fortnight

(> 10 staff) \$65.00 per fortnight

Set out below is a table of allowances payable and the entitlements that each allowance is payable on.

Allowance	Super-annuation	Annual leave	Leave loading	Sick leave	Overtime	LSL
Leading hand	Yes	Yes	Yes	Yes	Yes	No
Licence	Yes	Yes	Yes	Yes	Yes	Yes
Composite	No	Yes	Yes	Yes	No	No
First Aid	No	No	No	Yes	Yes	No
District	No	Yes	Yes	Yes	No	Yes
Protective clothing	No	Yes	Yes	Yes	No	No

ATTACHMENT A WORK VALUE DESCRIPTORS

1 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 jobholder are limited and the required action is clear or can be readily referred to higher levels.

Typical activities

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

2 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 and/or text entry and retrieval.

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

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

4 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 some relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training

Occupational equivalent

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

Level of supervision

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.

5 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

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.

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 associate diploma and considerable relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (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 than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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, original cataloguing and reader education in library and reference services
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

INDICATIVE RELATIVITY TO BASE TRADE 145 - 160%
INDICATIVE NTB COMPETENCY LEVEL 6

Training level or qualifications

Persons employed at 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 or expertise developed through extensive relevant experience and application.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services

- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions,

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

7 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 required knowledge or training equivalent to:

- a degree with considerable relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In a library, combine specialist expertise and 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.

8 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 of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

9 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 complex organisation structures.

Typical activities

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

10 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 qualifications and extensive relevant experience.

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional 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 multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including eternally generated, demands.

Judgement, independence and problem solving

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

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SIGNATORIES

Signed for and on behalf of
Curtin University of Technology

In the presence of

Date

Signed for and on behalf of
Automotive, Food, Metals,
Engineering, Printing and
Kindred Industries Union

In the presence of

Date

Signed for and on behalf of
Communications, Electrical
and Plumbing Union of Australia

In the presence of

Date

Signed for and on behalf of
Community and Public
Sector Union

In the presence of

Date

Signed for and on behalf of
Construction, Forestry and Mining
Employees Union

In the presence of

Date

Signed for and on behalf of
Liquor, Hospitality and
Miscellaneous Union

In the presence of

Date

Signed for and on behalf of
The National Tertiary Education
Union

In the presence of

Date
