PLANNING FOR HALF-YEAR COHORT

Annual Leave

34 Annual Leave

34.1 Definitions

For the purposes of this Clause [34] the following definition(s) apply:

Accrued Annual Leave means accumulated Annual Leave that has not been taken by the staff member.

34.2 Annual Leave Entitlement

34.3 Annual Leave Loading

34.4 Cessation of Employment

34.5 Direction to take Excess Accrued Annual Leave

34.5.1 A staff member whose accrued annual leave entitlement equals or exceeds 30 days may be directed in writing to take up to 20 days of their accrued annual leave entitlement.

34.5.2 The time of taking leave will be determined by the University, having regard to operational requirements and any matters raised by the individual staff member.

34.5.3 Written direction to take annual leave:

a) must be given at least 2 months prior to the date on which the staff member is to take the leave; and

b) can be given whether the staff member’s accrued annual leave equals or exceeds 30 days when the direction is given or when it takes effect.

34.5.4 Where a staff member is directed to take annual leave, the University will be entitled to deduct the amount of annual leave directed to be taken at the conclusion of the period of leave.
LENGTH OF AGREEMENT

5 Date and Period of Operation
This Agreement will operate from 7 days after approval by Fair Work Australia and has a nominal expiry date of 30 June 2015. Upon the nominal expiry date, this Agreement will continue until it is replaced by a new Agreement or terminated in accordance with the Fair Work Act.
SAFETY AND HEALTH

27 Allowances – General Provisions

27.1 General Provisions

27.2 Higher Duties Allowance

27.3 First Aid Allowance

27.3.1 For the purposes of this Clause [27.3], the following definition(s) apply:

*Suitably qualified staff member* means a staff member holding a current statement of attainment that satisfies the National Training Requirement HLTFA301B – Apply First Aid. This includes, but is not limited to, the successful completion of the 2 day Senior First Aid - St John Ambulance Association; or the Senior First Aid (Workplace Level 2) – Australian Red Cross Society training courses.

27.3.2 A suitably qualified staff member appointed by the University as a First Aid Officer is entitled to a First Aid Allowance of $20.00 per week.

27.3.3 Increases to the First Aid Allowance will be paid to First Aid Officers at the equivalent rate and from the effective date prescribed in Clause [26], Salaries and Increments.

27.3.4 A part time staff member who is appointed as a First Aid Officer is entitled to this allowance proportionate to hours worked.

27.4 Health and Safety Representative Allowance

27.4.1 Health and Safety representatives are entitled to a Health and Safety Representative allowance of $40.00 per week.

27.4.2 Increases to the Health and Safety Allowance will be paid to Health and Safety Representatives at the equivalent rate and from the effective date prescribed in Clause [26], Salaries and Increments.

55 Health and Safety

55.1 All staff members have the right to operate in a safe and healthy workplace.

55.2 A line manager will manage any workloads that may otherwise become excessive due to a staff member’s leave taking.

55.3 The University will continue to support the role of Health and Safety Representatives. A Health and Safety Representative Allowance is payable in accordance with Clause [27.4], Health and Safety Representative Allowance.
55.4 Workplace Rehabilitation

55.4.1 The University will continue to facilitate the rehabilitation of a staff member who has suffered a compensable injury at work by endeavouring to provide the staff member with suitable alternative duties for a defined period.

55.4.2 The suitable alternative duties, hours of work and work patterns will be subject to agreement by the University, any approved workplace rehabilitation provider, and the staff member and the staff member’s treating medical practitioner.

55.5 Fitness for Work

55.5.1 Where the University forms a view that a staff member’s fitness for work is in doubt, the University may request a clearance to attend to work duties from a registered medical practitioner of the staff member’s own choosing.

55.5.2 Where the University is of the view that:

a) a fitness for work certification has not considered pertinent work related issues, or
b) a staff member’s own, or others, health and safety is compromised;

the University may require the staff member undergo, at the University’s expense, a medical examination by a practitioner identified by the University. The purpose of the medical examination is to establish the staff member’s fitness for work, to assess their ability to undertake the inherent requirements of their job, or to identify work place modifications.

55.6 Return to Work

55.6.1 Where a staff member requires a return to work program:

a) medical information must be provided to the University in accordance with Clause [55.5], Fitness for Work, and

b) prior to the staff member returning to their work area, a return to work program will be negotiated as necessary between the staff member and their Union or other nominated representative, and the line manager. Any negotiated return to work program will be approved by the Director, Human Resources or nominee.

55.7 Workplace Bullying

55.7.1 For the purposes of this Clause [55.7], the following definition(s) will apply:

Workplace bullying means repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming,
humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.

55.7.2 All staff members have the right to operate in an environment free from workplace bullying.

55.7.3 Staff members, including managers, are required to:

a) personally demonstrate appropriate behaviour; and
b) take reasonable care to ensure their own safety and health at the University; and
c) avoid adversely affecting the safety or health of any other person through any act of workplace bullying or omission to deal with acts of bullying.

55.7.4 Line managers are responsible for investigating complaints of workplace bullying promptly, confidentially, and impartially.

55.7.5 Disciplinary action for findings of workplace bullying may be taken in accordance with Clause [66], Misconduct or Serious Misconduct.
PERSONNEL FILES

Position: Clause 58, Personnel Files to be removed from the Agreement.

Rationale: The current Agreement provision restricts access to personnel files to the immediate supervisor. This restriction does not exist in other WA universities. Curtin ensures privacy of personnel information through its compliance with the State Records Act, and the State and Commonwealth Privacy Acts, and therefore views the current provision unnecessary; a hindrance to effective staff management and development and a matter that rightly belongs outside of the Agreement.
TITLE – PROFESSIONAL STAFF

Position: The University proposes that all clauses throughout Agreement referring to ‘general staff’ be amended to refer to ‘professional staff’, in particular as follows:

1 Title

This Agreement will be known as the Curtin University of Technology Professional Staff Enterprise Agreement 2012 – 2015.

4 Coverage of this Agreement

4.1. This Agreement covers and applies to:

a) Curtin University of Technology;
b) all professional staff members employed by the University unless otherwise excluded by this Agreement;
c) the ‘Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union’ known as the Australian Manufacturing Workers’ Union;
d) the Communications Electrical Plumbing Union;
e) CPSU – The Community and Public Sector Union;
f) the Construction, Forestry, Mining and Energy Union;
g) United Voice; and
h) the National Tertiary Education Industry Union;

4.2. This Agreement does not cover or apply to:

a) persons employed as academic staff members;
b) persons employed as Vice-Chancellor, a Deputy Vice-Chancellor, a Pro-Vice-Chancellor, a Vice-President or any person acting in any of these capacities;
c) persons employed at classification level 12 (10C) or above who have signed a management contract or who were employed after the date of commencement of this Agreement;
d) persons employed by the University at the Curtin University of Technology Early Childhood Centre (or any other legal or trading name subsequently adopted);
e) persons employed under an Australian Workplace Agreement (AWA) or an Individual Transitional Employment Agreement (ITEA) which commenced on or before the commencement date of this Agreement and which operates to the exclusion of this Agreement whilst the AWA or ITEA is in force.
RECRUITMENT AND CAREER PATHING

Position: Clause 21, Recruitment, Selection and Appointment to be removed from the Agreement.

Rationale: The University views this item as belonging outside of the Agreement and contained in policy and procedures. The sub-clause pertaining to redeployees can be incorporated into Clause 64, Redeployment and Redundancy (see below).

64 Redeployment and Redundancy

64.1 Redeployees

64.1.1 The University will consider all vacant or newly created continuing positions as suitable alternative employment for redeployees before the positions are advertised.

64.1.2 Redeployees not previously considered for a position, but nonetheless suitable for the position, will be considered as if they were applicants for any advertised continuing position.

<table>
<thead>
<tr>
<th>Revision</th>
<th>Date / Author</th>
<th>Update</th>
<th>Audience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SALARIES

26 Salary and Increments

26.1 [Schedule 1,] General Staff Salaries prescribes the minimum salary the University will pay for each position classification level at the University.

26.2 Salary increases arising from this Agreement will be paid from the specified effective date to staff members employed by the University at or after the commencement date of this Agreement.

<table>
<thead>
<tr>
<th>%</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>x%</td>
<td>31 March 2013</td>
</tr>
<tr>
<td>x%</td>
<td>30 September 2013</td>
</tr>
<tr>
<td>x%</td>
<td>31 March 2014</td>
</tr>
<tr>
<td>x%</td>
<td>30 September 2014</td>
</tr>
<tr>
<td>x%</td>
<td>31 March 2015</td>
</tr>
</tbody>
</table>

26.3 The dates for annual increments will be:

<table>
<thead>
<tr>
<th>Period of Appointment or Promotion</th>
<th>Annual Increment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 December – 28/29 February</td>
<td>1 March</td>
</tr>
<tr>
<td>1 March – 31 May</td>
<td>1 June</td>
</tr>
<tr>
<td>1 June – 31 August</td>
<td>1 September</td>
</tr>
<tr>
<td>1 September – 30 November</td>
<td>1 December</td>
</tr>
</tbody>
</table>

26.4 The University is not required to produce and distribute hard copy payslips to staff members who have been provided with instruction on how to access electronic payslips and have been granted access to electronic payslips.

26.5 In circumstances where a staff member does not have access to electronic payslips, the University will make arrangements for the staff member to receive a hard copy payslip.
SUPPORTED WAGE SYSTEM

1 Supported Wage System

1.1 Schedule D, Supported Wage System, defines the conditions which will apply to staff who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

Schedule D Supported Wage System

D.1 In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which a staff member is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the staff member’s productive capacity and agreed wage rate.

D.2 Eligibility criteria

D.2.1 Staff members covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.2.2 This Schedule does not apply to any existing staff member who has a claim against the University which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their employment.
D.3 Supported wage rates

D.3.1 Staff members to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Schedule:

<table>
<thead>
<tr>
<th>Assessed capacity (clause D.4)</th>
<th>Relevant minimum wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

D.3.2 Provided that the minimum amount payable must be not less than $75 per week.

D.3.3 Where a staff member’s assessed capacity is 10%, they must receive a high degree of assistance and support.

D.4 Assessment of capacity

D.4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the staff member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the University and the staff member and, if the staff member so desires, a union which the staff member is eligible to join.

D.4.2 All assessments made under this Schedule must be documented in an SWS wage assessment agreement, and retained by the University as a time and wages record in accordance with the Act.

D.5 Lodgement of SWS wage assessment agreement

D.5.1 All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the staff member, must be lodged by the University with Fair Work Australia.

D.5.2 All SWS wage assessment agreements must be agreed and signed by the staff member and University parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
D.6 Review of assessment
The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.7 Other terms and conditions of employment
Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Staff members covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

D.8 Workplace adjustment
Where the University wishes to employ a person under the provisions of this Schedule, reasonable steps must be taken to make changes in the workplace to enhance the staff member’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.9 Trial period
D.9.1 In order for an adequate assessment of the staff member’s capacity to be made, the University may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

D.9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.9.3 The minimum amount payable to the staff member during the trial period must be no less than $75 per week.

D.9.4 Work trials should include induction or training as appropriate to the job being trialled.

D.9.5 Where the University and the staff member wish to establish a further employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under D.4—Assessment of capacity.