

## Explanatory Memorandum

### Proposal for The University of Queensland Enterprise Agreement 2021–2026

#### Summary of changes

This Explanatory Memorandum is provided to assist University of Queensland employees understand the proposed *University of Queensland Enterprise Agreement 2021 – 2026 (proposed Agreement)* and should be read in conjunction with the full [proposed Agreement](#).

The following general amendments have been made throughout the proposed Agreement:

- all references to staff and/or staff member/s amended to employee/s
- all references to specific titles amended to reflect correct or current position titles
- all cross-referenced clauses amended to reflect correct clause references
- all references to recreation leave amended to annual leave
- gender neutral language adopted
- references to appraisals amended to reflect the Annual Performance and Development process
- all references to TESOL (teaching English to speakers of other languages) Language Teaching staff have been removed, including “Chapter 4 TESOL Language Teachers Engaged in UQ-ICTE” and “Schedule 5 TESOL Language Teacher Staff Salaries” (given that the University no longer employs people in these categories).

The following table summarises the overall key changes between the *University of Queensland Enterprise Agreement 2018 – 2021 (current Agreement)* and the proposed Agreement.

Clause	Provision	Summary of changes
	Contents	The structure of the proposed Agreement has been updated to simplify and improve readability. A new table of contents reflects changes to the structure throughout the proposed Agreement.
<b>Part 1 - Operation of Agreement</b>		
1	Agreement Title	The title of the proposed Agreement will be the <i>University of Queensland Enterprise Agreement 2021-2026</i> .
2	Operation of Agreement	This clause includes a new nominal expiry date of 13 February 2026 and states that UQ will meet with the unions upon their request up to 3 months prior to this date to commence negotiations for a replacement agreement.
3	Award Relationship and Replacement Agreement	This clause confirms the relationship with the National Employment Standards and relevant modern award or minimum wage order.  Consistent with the current Agreement, this clause also confirms that policies, procedures and guidelines do not form part of (or operate as terms of) the proposed Agreement.

Clause	Provision	Summary of Changes in the proposed Agreement
4	Application of the Agreement	<p>This clause:</p> <ul style="list-style-type: none"> <li>• removes the reference to the United Voice employee union due to no participation by them in bargaining.</li> <li>• deletes the reference to TESOL Language Teachers as the University no longer employs staff in this category. Please note that all other provisions relating to TESOL Language Teachers have also been removed but have not been referred to specifically in this Summary of Changes.</li> <li>• clarifies that the proposed Agreement applies to academic and professional employees as defined. Noting that, where an employee is covered by more specific provisions in a relevant schedule, the terms of that schedule will prevail to the extent of any inconsistency with the rest of the proposed Agreement.</li> </ul>
5	Availability of Agreement	No significant changes.
6	Consultation on Policy Change	No significant changes.
7	Definitions	<p>This clause adds, amends and relocates definitions to provide greater clarity.</p> <p>These changes relate to the following terms:</p> <ul style="list-style-type: none"> <li>• Academic employee</li> <li>• Agreement</li> <li>• Casual employee</li> <li>• Casual employment</li> <li>• Consultation</li> <li>• Disciplinary action</li> <li>• Fair Work Act</li> <li>• FWC (Fair Work Commission)</li> <li>• HEW (Higher Education Worker)</li> <li>• Misconduct</li> <li>• NES (National Employment Standards)</li> <li>• Professional employee</li> <li>• Serious misconduct</li> </ul> <p>The following definitions have been removed:</p> <ul style="list-style-type: none"> <li>• Career stream</li> <li>• Gross salary</li> <li>• NTEU Branch</li> <li>• Termination of employment</li> <li>• Vice-Chancellor and President.</li> </ul>

Clause	Provision	Summary of Changes in the proposed Agreement
8	Individual Flexibility Arrangement	This clause updates terminology to replace references to “recreation leave” with “annual leave”.

Clause	Provision	Summary of changes
<b>Part 2 – Employment Relationship and Related Matters</b>		
9	Types of Employment	No substantive changes, although this clause has been separated from “modes of employment”, so there have been consequential amendments. (“Modes and Types of Employment” were dealt with in a single clause in the current Agreement).
10	Modes of Employment	No substantive changes to the continuing and fixed-term employment clauses. Consistent with the current Agreement, this clause enables Research (Contingent Funded) Employment.  It also preserves the reference in the current Agreement to the casual loading of 25% for casual employees and reflects this in clauses relating to casual professional and casual academic employees.
11	Professional Employee Workloads	This clause adds the role of a representative in assisting to resolve workload concerns for professional staff.  It also expands the escalation pathway to include referral to the next level of management, and then via the dispute settlement procedure for unresolved workload concerns.
12	Eligibility for Professional Employee Fixed-Term Conversion	This clause sets out the eligibility criteria and process by which a fixed-term professional employee can seek conversion to continuing employment consistent with the current Agreement.  The proposed Agreement also removes clause 66.3 in the current Agreement, which provided for the conversion of eligible fixed-term employees on the approval of the current Agreement.
13	Eligibility for Casual Professional Employee Conversion	This clause sets out the process and eligibility criteria for a casual professional employee who seeks to have their employment converted to continuing employment.  It also includes: <ul style="list-style-type: none"> <li>new eligibility criteria which enables a casual professional employee to apply for conversion where they have been employed by the University for the past 12 months and have worked on a regular and systematic basis over the past 6 months; and</li> </ul>

Clause	Provision	Summary of changes
		<ul style="list-style-type: none"> <li>includes the grounds on which the University may refuse an application of conversion by a casual professional employee – and that where this occurs the reasons for non-conversion would be provided in writing to the casual employee.</li> </ul>
14	Professional Employee Part-Year Employment	No significant changes.
15	Academic Employee Workloads	<p>This clause sets out the process and arrangements by which academic workloads are determined and managed.</p> <p>This clause has been amended to provide greater clarity regarding requirements, including a commitment that all existing models in place upon certification of the proposed Agreement will be reviewed by 30 November 2024.</p>
16	Casual Conversion: Teaching Associate Positions	<p>This is a new clause introduced in the proposed Agreement to provide a mechanism for eligible casual academic employees to be offered continuing variable intensity employment at the University.</p> <p>This clause:</p> <ul style="list-style-type: none"> <li>outlines the eligibility requirements and the process by which the University will internally advertise and seek to fill a minimum of 50 Teaching Associate positions in each 12-month period following certification of the proposed Agreement;</li> <li>enables appointment of Teaching Associates on fractional appointments (from 0.2 FTE to 0.7 FTE) and workloads, and a mechanism by which a Teaching Associate can apply for a research workload allocation (subject to approval by the University); and</li> <li>provides that a review of Teaching Associate positions will be undertaken 24 months after the commencement of the proposed Agreement.</li> </ul>
17	Dispute Avoidance and Settlement Procedures	No significant changes.
18	Consultative Committees	<p>No significant changes.</p> <p>This clause has been amended, however, to remove references to the TESOL Language Teachers Consultative Committee.</p>

Clause	Provision	Summary of changes
19	Aboriginal and Torres Strait Islander Employment	<p>Under the proposed Agreement, these provisions detail specific entitlements relating to Aboriginal and Torres Strait Islander employment.</p> <p>The new clause includes:</p> <ul style="list-style-type: none"> <li>• a commitment to continue to improve representation of Aboriginal and Torres Strait Islander employees with the aim of achieving population parity in Queensland;</li> <li>• an objective to increase Aboriginal and Torres Strait employment targets of 64 Academic employees and 116 Professional employees by 31 January 2026</li> <li>• the introduction of Aboriginal and Torres Strait Islander Language Allowance of \$3,500 per annum, subject to eligibility criteria;</li> <li>• the incorporation of Aboriginal and/or Torres Strait Islander cultural duties into workload allocations</li> <li>• time and reimbursement of costs for undertaking cultural activities required by the University in addition to an employee's workload allocation</li> <li>• recognition of Community-based Intellectual Property and Indigenous Cultural Knowledge.</li> </ul>
20	Academic Freedom	This clause reaffirms all employees' right to exercise academic freedom, in alignment with UQ's Freedom of Speech and Academic Freedom Policy.
<b>Part 3 – Employment Relationship and Related Matters</b>		
21	Salaries	<p>This clause records the salary increases provided to employees covered by the proposed Agreement, including:</p> <ul style="list-style-type: none"> <li>• 2% (already paid administratively) from 31 January 2022;</li> <li>• 3% (already paid administratively) from 5 December 2022</li> <li>• \$1500 as a one-off annual salary increase to annual full-time salaries to be paid on the first available full pay period upon a successful ballot on the proposed Agreement by eligible employees (with corresponding pro-rata increases to part-time salaries, and an increase in casual rates which are derived from full-time salaries). It is not a one-off or sign-on bonus.</li> <li>• 2% to be paid on the first available full pay period after 31 January 2024</li> <li>• 2% to be paid on the first available full pay period after 31 July 2024</li> </ul>

Clause	Provision	Summary of changes
		<ul style="list-style-type: none"> <li>• 2% to be paid on the first available full pay period after 31 January 2025</li> <li>• 2% to be paid on the first available full pay period after 31 July 2025</li> <li>• 2% to be paid on the first available full pay period after 31 January 2026.</li> </ul> <p>This clause adjusts casual employee hourly rates of pay in accordance with the increases outlined above.</p>
22	Payment of Salaries	No significant change. This clause has been updated to include how annual salary payments are calculated and paid on a fortnightly basis.
23	Recovery of Overpayments	No significant changes.
24	Set-off of Outstanding Payments	No significant changes.
25	Professional Employee Allowances	There have been no significant changes, however the allowance rates have been updated.
26	Indexation of Professional Employee Allowances	No significant changes.
27	Higher Duties for Professional Employees	No significant changes.
28	Academic Employee Clinical Loadings and State Supplementary Loadings	No significant changes.
29	Concurrent Casual Appointments	This is a new clause introduced to provide clarity when an employee holds a separate and distinct casual appointment in addition to their substantive continuing or fixed-term appointment.
30	Salary Packaging	No significant changes.
31	Superannuation	<p>This clause has been updated to reflect that all continuing and fixed term employees will receive 17% employer contributions.</p> <p>In addition, this clause provides:</p> <ul style="list-style-type: none"> <li>• that casual employees are entitled to employer superannuation contributions as prescribed by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth); and</li> <li>• information to employees regarding choice of fund in accordance with recent legislative changes.</li> </ul>
32	Evaluation of Professional Employee	No significant changes.

Clause	Provision	Summary of changes
	Positions (up to and including HEW 9)	
33	Salary Movement Within an Academic Level	This clause outlines how fixed-term academic employees are able to increment through the salary steps which apply to their academic level. The clause has been amended to provide clarification on how salary increases will be handled in the case of extended absences from the University.
<b>Part 4 – Hours and Work Patterns</b>		
34	Professional Employees – Hours of Work, On Call Allowances and Changes to Pattern of Work	<p>This clause outlines the ordinary hours of work, occupational categories, on call allowances and the changes to pattern of work for professional employees in conjunction with a new Schedule 5A.</p> <p>There are no substantive changes to these arrangements, except that the span of hours for employees engaged in Administration roles has been amended to 8:00am to 7:00pm Monday to Friday, instead of 7:00am to 7:00pm Monday to Friday under the current Agreement.</p> <p>This clause also sets out the rest and meal breaks for eligible employees.</p> <p>A transitional arrangement which was only for the life of the current Agreement, which provided that employees engaged in administrative positions worked ordinary hours between 6:00pm to 7:00pm, Monday to Friday, has been removed from the proposed Agreement.</p>
35	Professional hours – Overtime and Penalty Provisions	<p>This clause sets out the eligibility criteria for the payment of overtime and penalty rates to professional employees – including where ordinary hours and overtime is worked on a public holiday.</p> <p>There are no significant changes to the overtime and penalty provisions for professional employees.</p> <p>Under the proposed Agreement, HEW Level 8 employees who are required by the University to work beyond their ordinary hours of work will be eligible for time off in lieu (TOIL) in accordance with clause 35.11(b) or, where agreed between the University and the employee, be eligible to be paid out on a time-for-time basis.</p> <p>The clause also includes guidance on when TOIL should be taken. Relevantly, for HEW Level 1-7 employees only, the Proposed Agreement also includes a new provision where TOIL balances would be paid out twice per year.</p>



Clause	Provision	Summary of changes
		There are no changes to the overtime arrangements for HEW 9 professional employees.
36	Professional Employees – Flexible Work	<p>This clause outlines flexible work that may be available to eligible professional employees.</p> <p>This clause has been updated to confirm how flexible work can be implemented and provides guidance around its application.</p>
37	Casual Professional Employees	<p>This clause sets out ordinary hours of work and the minimum engagement periods for casual professional employees.</p> <p>In addition, the clause includes a specific overtime arrangement for casual professional employees who are entitled to overtime payments only where they work in excess of 36.25 hours per week or 7.25 hours on any one day.</p>
<b>Part 5 – Leave Entitlements</b>		
38	Leave Entitlements	No significant change.
39	Public Holidays	<p>This clause has been simplified to reference public holidays as gazetted under the <i>Holidays Act 1983</i> (Qld).</p> <p>This clause now also includes an option for employees to substitute the annual Australia Day public holiday for an alternative day in the same year, subject to genuine operational requirements and agreement with their supervisor.</p>
40	Annual Leave	The proposed Agreement replaces all references to “recreation leave” from the current Agreement with “annual leave”, to be consistent with the terminology used in the modern awards and the <i>Fair Work Act 2009</i> (Cth).
41	Personal/Carer’s Leave	No changes, other than to update the language to reflect the terminology used in the modern awards and the <i>Fair Work Act 2009</i> (Cth).
42	Additional Carers’ Leave for all Employees	No significant changes.
43	Compassionate Leave	No significant changes.
44	Cultural Leave	This clause has been updated to increase the amount of paid leave from five (5) days to eight (8) days and to include ten (10) days of unpaid Aboriginal and Torres Strait Islander cultural leave.
45	Parental Leave	This is an updated clause which outlines the availability of Parental Leave for all employees, including casual employees. This includes a base entitlement to unpaid Parental Leave subject to



Clause	Provision	Summary of changes
		<p>eligibility criteria in accordance with the National Employment Standards.</p> <p>Consistent with the current Agreement, eligible continuing and fixed-term employees are able to access up to 26 weeks of paid Parental Leave.</p> <p>The proposed Agreement provides arrangements by which a primary carer for a newborn child, or who will be the primary caregiver for an adopted child under five (5) years, will be entitled to a maximum of 26 weeks of paid Parental Leave (subject to meeting eligibility requirements).</p> <p>The proposed Agreement also provides that the 26 weeks of paid Parental Leave can be accessed flexibly by spreading the paid component over a greater number of weeks and allowing employees to return to work and use the remainder of their Parental Leave flexibly, subject to certain conditions.</p>
46	Transfer on Return from Parental Leave	This clause in the proposed Agreement has been updated to reflect that an employee can apply for flexible work in accordance with relevant University policy.
47	Long Service Leave	No significant changes.
48	Leave Without Pay	No significant changes.
49	End of Year Closure	<p>This a new clause which outlines that the University reserves the right to close campuses between Christmas Day and New Year's Day, subject to the University providing three (3) months' notice.</p> <p>The clause outlines the expectation for employees to take annual leave over this period, except where they are required to maintain essential services during the close-down period.</p>
50	Other Leave	<p>These provisions set out various other forms of leave which are available to employees consistent with the current Agreement.</p> <p>Special Paid or Unpaid Leave is available in a wider range of circumstances, including where there are personal or family circumstances, during an epidemic or pandemic or due to a declared emergency.</p> <p>The Family and Domestic Violence Leave clause has been updated to include reference to the <i>Fair Work Act 2009</i> (Cth) and increases the number of days available from 10 days to 15 days (non-cumulative).</p> <p>Gender Affirmation Leave has been introduced as 20 days paid leave per annum (non-cumulative) for</p>

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		<p>continuing or fixed-term employees for the purposes of affirming their gender.</p> <p>Reproductive Health and Wellbeing Leave has been introduced to allow up to five (5) additional paid days per annum (non-cumulative) for the purposes of treatment and management of symptoms relating to menstruation, perimenopause, menopause, polycystic ovarian syndrome, endometriosis, IVF and any other forms of assisted reproductive health services.</p> <p>This clause also includes provision for employees to purchase additional leave in accordance with University policy.</p>
<b>Part 6 – Performance Management and Disciplinary Matters</b>		
51	Academic Employee Supervision	This clause proposes to add that the Head of an Organisational Unit may also delegate another academic employee to be another academic supervisor, subject to certain conditions.
52	Professional Employee Supervision	No significant changes.
53	Decisions of Disciplinary Action or Termination of Employment	No significant changes.
54	Probation	No significant changes.
55	Termination During Probationary Employment - Continuing Academic Employees	No significant changes.
56	Misconduct/Serious Misconduct	<p>This clause outlines the process by which the University manages cases of employee misconduct/serious misconduct.</p> <p>There are no significant changes to the current arrangements.</p>
57	Unsatisfactory Performance	No significant changes.
58	Committee of Review	No significant changes.
59	Medical Conditions Affecting Performance	No significant changes.
60	Grievances	No significant changes.
61	Employee Development and Career Planning	No significant changes.
62	Supervisor Training	This clause sets out the types of training the University expects to be completed by Supervisors of employees.

Clause	Provision	Summary of changes
63	Enterprise Agreement Training	No significant changes.
64	Annual Performance and Development Process for Professional Employees	This clause has been updated to reflect current practice and terminology.
65	Annual Performance and Development Process for Academic Employees	This clause has been updated to reflect current terminology and states that the Criteria for Academic Performance are set out in the relevant University policy.
66	Career Development for Tutorial Fellows and Assistants	There are no substantive changes to this clause, but the title has been amended to reflect that it relates to Tutorial Fellows and Assistants.
<b>Part 7 – Cessation of Employment and Consultation on Major Change</b>		
67	Termination of Employment	No significant changes.
68	Organisational Change and Job Security	This clause has been updated to include consultation arrangements for circumstances where the University is seeking to change an employees regular roster or ordinary hours of work.
69	Consultation in Relation to Major Organisational Change	<p>This clause outlines the specific consultation requirements where the University is proposing major organisational change. While the overall process has not changed from current arrangements, the proposed Agreement updates this clause to include provisions stating that:</p> <ul style="list-style-type: none"> <li>major organisational change will not result in unreasonable workloads</li> <li>an increase in the number of positions identified as excess to requirements from two (2) positions to three (3) positions before the clause applies (subject to conditions) and greater clarity on the process to be undertaken</li> <li>consultative committees be notified within two (2) working days of a voluntary redundancy package being accepted when positions are identified as being excess to requirements</li> <li>risk assessments to include work health and safety risks</li> <li>the consultation period be increased from 15 to 20 days</li> <li>a process clarified for when an employee does not apply for a voluntary redundancy package, redeployment, or a part-time appointment.</li> </ul>
70	Outsourcing	This clause has been updated to acknowledge that outsourcing has a potential impact to job security.

Clause	Provision	Summary of changes
71	Use of Contractors	This clause has been updated to remove the reference to contracting arrangements for Academic employees.
<b>Part 8 – Other</b>		
72	Stand Down	This is a new clause which outlines the exceptional circumstances in which the University may stand down employees with or without pay and the applicable process. This includes a one (1) month consultation period and commitment that employer superannuation contributions will be maintained.
73	Facilitation of Union Involvement	The terminology in this clause has been updated to reflect 'union workplace representative' instead of 'union delegate'. The proposed Agreement provides that reasonable time off will be provided for union workplace representatives to attend relevant consultative committees.
74	Continuity of Processes and Arrangements	No significant changes.
75	Transfer and Travel Between University Locations	No significant changes.
76	Pre-Retirement Arrangements	No significant changes.
<b>Schedules</b>		
Schedule 1	Policies	This Schedule has been updated to refer to current titles of relevant policies.
Schedule 2	Academic Level Descriptions	No significant changes.
Schedule 3	Academic Employee Salaries	The tables in this schedule have been amended to align with agreed salary increases under the proposed Agreement

Clause	Provision	Summary of Changes
Schedule 4	Duties and Pay Calculation of Casual Academic Employees	This clause has been updated to promote greater clarity regarding how payments will be made to casual academic employees. This includes clarification on how employees will be engaged to undertake course coordination duties and the inclusion of minimum engagement periods. Those periods are the starting point for the remuneration for the work to be undertaken. However, if further time is required and approved, those additional hours will be paid. The University is committed to ensuring that casual employees are paid for all approved time worked.
Schedule 5	Classification Structure and Job Descriptors for Professional Employees	No significant changes.
Schedule 5A	Hours of Work for Professional Employees	This new Schedule outlines the Hours of Work arrangements for professional employees in conjunction with clause 34 of the proposed Agreement.
Schedule 6	Professional Employee Salaries	Amended tables to align with agreed salary increases under the proposed Agreement
Schedule 7	Professional Employee Allowances	Amended tables to align with salary increases and re-formatted to separate allowances and work-related expenses to ensure that the method of calculation is clear.
Schedule 8	Heron Island Research Station Professional Employees	No significant changes.
Schedule 9	The University of Queensland Security Shift Superintendents	The tables in this schedule have been amended tables to align with salary increases.
Schedule 10	School of Veterinary Science – Professional Clinical Employees	No significant changes.
Schedule 11	The University of Queensland Customs House	While there are no significant changes in this Schedule, the proposed Agreement proposes to: <ul style="list-style-type: none"> <li>• refer to UQ Venues to provide clarity on coverage</li> <li>• confirm the hours of work for all Customs House employees from HEW Level 1 to HEW Level 9</li> <li>• update the relevant salaries and classifications to align with the <i>Restaurant Industry Award 2020</i></li> </ul>

		<ul style="list-style-type: none"><li>• updated table with salary rates, including percentages applicable to apprentices</li><li>• confirm the application of a meal allowance for catering employees</li><li>• clarify the monitoring process the University will undertake up to twice per annum to monitor salary loadings and ensure that employees are not worse off against the <i>Restaurant Industry Award 2020</i></li><li>• update classification descriptors to align with the <i>Restaurant Industry Award 2020</i> where relevant and for re-classified roles.</li></ul>
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