



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Queensland
(AG2023/5093)

THE UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT 2021-2026

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 18 JANUARY 2024

Application for approval of The University of Queensland Enterprise Agreement 2021 - 2026

[1] An application has been made for approval of an enterprise agreement known as the *University of Queensland Enterprise Agreement 2021 - 2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of Queensland. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[1] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

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

The National Tertiary Education Industry Union (NTEU) and the Australian Municipal, Administrative, Clerical and Services Union (ASU), being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisation. The NTEU and ASU both support approval of the Agreement. The ASU is of the view that the Agreement passes the better off overall test.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 January 2024. The nominal expiry date of the Agreement is 13 February 2026.

Amendment 1

[4] On 19 December 2023, the Applicant wrote to the Commission requesting amendments to the Agreement (First Letter).

[5] The First Letter highlighted the following amendments to be made within the Agreement:

- a) remove the words, “*Proposal for*” from the title page of Agreement;
- b) insert a paragraph break in the following clauses, as indicated below:
 - (i) Clause 45.2c(ii):

...a child of the employee or the employee’s partner, <<insert paragraph break>>
will be entitled to up to twenty-six (26) weeks of unpaid parental leave.
 - (ii) Clause 45.3a.(ii):

...a child of the employee or the employee’s partner, <<insert paragraph break>>
will be entitled to a maximum of twenty-six (26) weeks of paid parental leave subject to eligibility criteria set out in clauses 45.3 to 45.6.
 - (iii) Clause 45.4a.(iii)

...will be the primary caregiver for the child, <<insert paragraph break>>
are eligible to access a maximum of twenty-six (26) weeks of paid primary carer leave (inclusive of the two weeks’ paid partner leave) subject to the criteria set out in clause 45.4(b) below
 - (iv) Schedule 10 – Clause 6.8(ii)

...where a shift worker does not report for duty, <<insert paragraph break>>
will, unless released from duty for eight (8) consecutive hours upon the completion of their shift, be paid double the prevailing rates until released from duty for such period. The employee will then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) Update Schedule 5A:
 - (i) under the heading “4. Table 3”, replace the number “5.1” with “4.1”; and

- (ii) at clause 7.8.3, replace the words “clause [insert above]” with “clause 7 of this Schedule”.

[6] The views of the bargaining representatives were sought by my chambers on 21 December 2023. The NTEU advised that it agrees with the proposed corrections to the typographical errors noted in the First Letter. No response was received from any other bargaining representatives.

Amendment 2

[7] On 10 January 2024, the Applicant submitted a letter requesting further amendments to the Agreement (Second Letter).

[8] The Second Letter highlighted the following amendment to be made within the Agreement:

- (a) Clause 35.10b be amended to replace “*Saturday*” with “*Sunday*.”

[9] The Applicant submits that the NTEU agree with the amendment proposed in the Second Letter. My chambers sought views of any employee bargaining representatives and no response was received.

Variation

[10] I am satisfied that s.218A applies to the variations sought at paragraphs 7 and 10 of this Decision.

[11] Section 218A, which came into effect on 7 December 2022 as part of the reforms contained within the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022*, provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity:

“(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

(2) The FWC may vary an enterprise agreement under subsection (1);

(a) on its own initiative; or

(b) on application by any of the following:

(i) one or more of the employers covered by the agreement;

(ii) an employee covered by the agreement;

(iii) an employee organisation covered by the agreement.

(3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[12] As has been noted in recent decisions of the Commission,¹ s.218A of the Act is akin to the slip rule found in s.602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[13] The amendments sought at paragraph 7 seek to address typographical errors, cross-referencing errors and formatting errors. In relation to the amendments sought at paragraph 10, the Applicant submits that the amendment would provide an entitlement consistent with, and not less than the arrangements in the existing EA and that the better off overall analysis was conducted on the basis that all employees engaged in the relevant categories would receive penalty rates at the ordinary rate plus 50% for all ordinary working hours between midnight on Friday and midnight on Sunday.

[14] I am satisfied that the typographical, referencing and formatting errors in the Agreement outlined at paragraph 7 of this Decision are obvious errors. I am also satisfied that the amendment sought at clause 35.10 of the Agreement, seeks to amend a drafting error and irregularity in the Agreement. I am satisfied the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s.218A of the Act. In the present case, the errors are readily identified, as are the corrections needed to make the Agreement accurately reflect what was clearly intended. The bargaining representatives have been consulted with on the amendments sought by the Applicant. There are no reasons not to exercise my discretion and good reasons to do so. The errors identified at paragraphs 7 and 10 will be amended as per the order.

Order

[15] I order, pursuant to s.218A of the Act, that the Agreement be varied as follows:

- a) By removing the words, “*Proposal for*” from the title page of Agreement;
- b) By inserting paragraph breaks in the following clauses, as indicated below:

(v) Clause 45.2c(ii):

...a child of the employee or the employee’s partner, <<insert paragraph break>>
will be entitled to up to twenty-six (26) weeks of unpaid parental leave.

(vi) Clause 45.3a(ii):

...a child of the employee or the employee’s partner, <<insert paragraph break>>
will be entitled to a maximum of twenty-six (26) weeks of paid parental leave subject to eligibility criteria set out in clauses 45.3 to 45.6.

¹ See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

(vii) Clause 45.4a.(iii)
...will be the primary caregiver for the child, <<insert paragraph break>>
are eligible to access a maximum of twenty-six (26) weeks of paid primary
carer leave (inclusive of the two weeks' paid partner leave) subject to the
criteria set out in clause 45.4(b) below

(viii) Schedule 10 – Clause 6.8(ii)

...where a shift worker does not report for duty, <<insert paragraph
break>>
will, unless released from duty for eight (8) consecutive hours upon the
completion of their shift, be paid double the prevailing rates until released
from duty for such period. The employee will then be entitled to be absent
until they have had eight (8) consecutive hours off duty without loss of
pay for ordinary working time occurring during such absence.

c) By updating Schedule 5A as follows:

(iii) under the heading “4. Table 3”, replace the number “5.1” with “4.1”; and

(iv) at clause 7.8.3, replace the words “*clause [insert above]*” with “*clause 7 of
this Schedule*”.

d) By amending clause 35.10b to replace “*Saturday*” with “*Sunday*.”

[16] The variations pursuant to s.218A above will operate from 25 January 2024.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE523166 PR770369>



THE UNIVERSITY
OF QUEENSLAND
AUSTRALIA

CREATE CHANGE

Proposal for The University of Queensland Enterprise Agreement 2021–2026



CONTENTS

PART 1 – OPERATION OF AGREEMENT	6
1. Agreement Title.....	6
2. Operation of Agreement.....	6
3. Award Relationship and Replacement Agreement.....	6
4. Application of the Agreement.....	6
5. Availability of Agreement.....	7
6. Consultation on Policy Change.....	7
7. Definitions	7
8. Individual Flexibility Arrangement.....	9
PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS	10
9. Types of Employment	10
10. Modes of Employment	11
11. Professional Employee Workloads.....	17
12. Eligibility for Professional Employee Fixed-Term Conversion	17
13. Eligibility for Casual Professional Employee Conversion	18
14. Professional Employee Part-Year Employment	18
15. Academic Employee Workloads.....	19
16. Casual Conversion: Teaching Associate Positions	20
17. Dispute Avoidance and Settlement Procedures.....	22
18. Consultative Committees	23
19. Aboriginal and Torres Strait Islander Employment.....	24
20. Academic Freedom.....	25
PART 3 – SALARIES AND RELATED MATTERS.....	26
21. Salaries	26
22. Payment of Salaries	27
23. Recovery of Overpayments.....	27
24. Set-off of Outstanding Payments	27
25. Professional Employee Allowances	28
26. Indexation of Professional Employee Allowances.....	28
27. Higher Duties for Professional Employees.....	28
28. Academic Employees' Clinical Loadings and State Supplementary Loadings	28

29.	Concurrent Casual Appointments	28
30.	Salary Packaging	29
31.	Superannuation.....	29
32.	Evaluation of Professional Employee Positions (up to and including HEW Level 9).....	29
33.	Salary Movement Within an Academic Level	30

PART 4 – HOURS AND WORK PATTERNS – PROFESSIONAL EMPLOYEES 31

34.	Professional Employees – Hours of Work, On Call Allowances and Changes to Pattern of Work... 31
35.	Professional Employees – Overtime and Penalty Provisions..... 32
36.	Professional Employees – Flexible Work..... 34
37.	Casual Professional Employees..... 36

PART 5 – LEAVE ENTITLEMENTS..... 37

38.	Leave Entitlements..... 37	
39.	Public Holidays..... 37	
40.	Annual Leave	38
41.	Personal/Carer's Leave..... 39	
42.	Additional Carer's Leave for All Employees	39
43.	Compassionate Leave	39
44.	Cultural Leave..... 39	
45.	Parental Leave..... 40	
46.	Transfer on Return from Parental Leave..... 43	
47.	Long Service Leave	44
48.	Leave Without Pay..... 45	
49.	End of Year Closure..... 45	
50.	Other Leave	45

PART 6 – PERFORMANCE MANAGEMENT AND DISCIPLINARY MATTERS..... 48

51.	Academic Employee Supervision..... 48
52.	Professional Employee Supervision..... 48
53.	Decisions on Disciplinary Action or Termination of Employment..... 48
54.	Probation..... 49
55.	Termination During Probationary Employment – Continuing Academic Employees..... 49
56.	Misconduct / Serious Misconduct..... 50
57.	Unsatisfactory Performance..... 52

58.	Committee of Review	55
59.	Medical Conditions Affecting Performance.....	56
60.	Grievances	58
61.	Employee Development and Career Planning	58
62.	Supervisor Training	58
63.	Enterprise Agreement Training	59
64.	Annual Performance and Development Process for Professional Employees	59
65.	Annual Performance and Development Process for Academic Employees	59
66.	Career Development for Tutorial Fellows and Tutorial Assistants.....	60
PART 7 – CESSATION OF EMPLOYMENT AND CONSULTATION ON ORGANISATIONAL CHANGE.....		61
67.	Termination of Employment	61
68.	Organisational Change and Job Security	63
69.	Consultation in Relation to Major Organisational Change.....	64
70.	Outsourcing.....	69
71.	Use of Contractors	70
PART 8 – OTHER		70
72.	Stand Down.....	70
73.	Facilitation of Union Involvement	71
74.	Continuity of Processes and Arrangements	72
75.	Transfer and Travel Between University Locations	73
76.	Pre-Retirement Arrangements	73
Signatories to The University of Queensland Enterprise Agreement 2021 - 2026 .		75
SCHEDULE 1 – POLICIES		77
SCHEDULE 2 – ACADEMIC LEVEL DESCRIPTIONS		78
SCHEDULE 3 – ACADEMIC EMPLOYEE SALARIES		81
SCHEDULE 4 – DUTIES AND PAY CALCULATION OF CASUAL ACADEMIC EMPLOYEES		84
SCHEDULE 5 – CLASSIFICATION STRUCTURE AND JOB DESCRIPTORS FOR PROFESSIONAL EMPLOYEES		88

SCHEDULE 5A – HOURS OF WORK FOR PROFESSIONAL EMPLOYEES	100
SCHEDULE 6 – PROFESSIONAL EMPLOYEE SALARIES.....	110
SCHEDULE 7 – PROFESSIONAL EMPLOYEE ALLOWANCES	112
SCHEDULE 8 – HERON ISLAND RESEARCH STATION PROFESSIONAL EMPLOYEES	115
SCHEDULE 9 – THE UNIVERSITY OF QUEENSLAND SECURITY SHIFT SUPERINTENDENTS	117
SCHEDULE 10 – SCHOOL OF VETERINARY SCIENCE – PROFESSIONAL CLINICAL EMPLOYEES.....	118
SCHEDULE 11 – THE UNIVERSITY OF QUEENSLAND CUSTOMS HOUSE	123

PART 1 – OPERATION OF AGREEMENT

1. Agreement Title

This Agreement shall be known as “*The University of Queensland Enterprise Agreement 2021–2026*”.

2. Operation of Agreement

This Agreement will operate from seven (7) days after the date of approval by the FWC and, in accordance with section 186(5) of the Fair Work Act, have a nominal expiry date of 13 February 2026. The University will meet with the Union upon their request up to three (3) months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement agreement.

3. Award Relationship and Replacement Agreement

- 3.1 This Agreement is a closed and comprehensive agreement and wholly displaces any Awards and agreements which but for the operation of this Agreement would apply.
- 3.2 This Agreement is read in conjunction with the NES and if a term of this Agreement is detrimental to an employee when compared to a NES, the NES prevails over a term of this Agreement.
- 3.3 If any base rate payable to an employee under this Agreement falls below the base rate payable for the employee’s corresponding classification under the relevant modern award or minimum wage order, the employee will be paid at a base rate no less than that under the relevant award or order.
- 3.4 University policies, procedures and guidelines shall be read in conjunction with this Agreement but do not form part of this Agreement. References to University policies in this Agreement are incidental to the Agreement and do not incorporate the referenced University policy (and/or related procedure or guidelines) as a term of this Agreement.

4. Application of the Agreement

- 4.1 This Agreement has been negotiated between the University and bargaining representatives on behalf of employees (including the Unions listed below) and shall be binding according to its terms upon the following:
 - The University;
 - Academic employees employed by the University as defined in clause 7.1;
 - Professional employees employed by the University as defined in clause 7.18;
 - The National Tertiary Education Industry Union (NTEU); and
 - The Australian Municipal, Administrative, Clerical and Services Union (ASU/Together).
- 4.2 This Agreement shall apply to all Academic and Professional employees employed by the University. However, where an employee is covered by one of the schedules below, that schedule applies to the extent of any inconsistency with the remaining terms of the Agreement:
 - a. Schedule 8 – Heron Island Research Station Professional Employees.
 - b. Schedule 9 – The University of Queensland Security Shift Superintendents.
 - c. Schedule 10 – School of Veterinary Science – Professional Clinical Employees.
 - d. Schedule 11 – The University of Queensland Customs House.

5. Availability of Agreement

The Agreement will be made available on the University's website.

6. Consultation on Policy Change

No additions, deletions or any other changes (that have the effect of changing employment conditions) will be made to the policies referred to in Schedule 1 without reasonable notice to and prior consultation with the relevant employee consultative committee(s) and affected employees.

7. Definitions

- 7.1 "**Academic employee**" means all persons employed by the University in a position classified in accordance with the descriptors in Schedule 2 – Academic Level Descriptions or Schedule 4 – Duties and Pay Calculation of Casual Academic Employees, or a person employed under a Casual employment arrangement to carry out academic duties, but does not include a person who is the Vice-Chancellor and President, the Provost, the Deputy Provost, a Deputy-Vice-Chancellor, a Pro-Vice-Chancellor, or equivalent senior management positions as created from time to time.
- 7.2 "**Agreement**" means this *The University of Queensland Enterprise Agreement 2021–2026*.
- 7.3 "**Apprentice**" or "**Trainee**" means an employee employed pursuant to an apprenticeship or traineeship approved by the relevant state or federal training authority.
- 7.4 "**Casual employee**" means an employee engaged in Casual employment.
- 7.5 "**Casual employment**" is employment by the hour and paid a rate on an hourly basis that includes a loading related to agreement-based benefits for which a Casual employee is not eligible. A Casual appointment is one where the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
- 7.6 "**Consultation**" means the conferring between the University and relevant employee(s) and/or their nominated Representative or relevant Union (if any) in such a way that the participants have an opportunity to influence the decision-making process and the outcomes.
- 7.7 "**Contingent Funded Research**" is research funded by limited term funding provided from external sources. It is not research which is funded in full or in part through an operating grant from Government or funding comprised of payment of fees made by or on behalf of students.
- 7.8 "**Disciplinary Action**" means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and may include one or a combination of the following:
- counselling, training and or retraining;
 - formal warning;
 - demotion or temporary demotion by one (1) classification level;
 - removal of one (1) or more increments;
 - withholding an increment for one (1) year;
 - transfer to another position with or without demotion or loss of salary;
 - suspension with or without pay, other than under clause 57.9;
 - reallocation of duties; and/or

- termination of employment (only available for cases of unsatisfactory performance or serious misconduct).
- 7.9 "Fair Work Act" means the *Fair Work Act 2009* (Cth), as amended from time to time.
- 7.10 "FWC" means the Fair Work Commission.
- 7.11 "HEW" means Higher Education Worker.
- 7.12 "Major Organisational Change" means a process of major change in an Organisational Unit which involves the need for a reduction in the number of employees with the possibility that retrenchments might result.
- 7.13 "Misconduct" means conduct on the part of an employee that is unsatisfactory and inconsistent with the expectations of an employee but which is not so serious as to justify the possibility of termination of employment.
- 7.14 "NES" means the National Employment Standards as prescribed in the Fair Work Act.
- 7.15 "Organisational Change" means a process of major change in an Organisational Unit which significantly affects reporting relationships, or which significantly varies the duties and/or workloads of more than one (1) position.
- 7.16 "Organisational Unit" means a School, Faculty, Institute, Centre or Division or part thereof, or other grouping otherwise agreed by the parties to this Agreement.
- 7.17 "Overpayment(s)" means payment and/or monetary entitlements to which an employee was not entitled (including salary, leave, travel payment) and/or any other amount payable under this Agreement.
- 7.18 "Professional employee":
- means all persons:
 - employed in a position classified in accordance with the position descriptors in Schedule 5 – Classification Structure and Job Descriptors for Professional Employees;
 - designated as Research Assistants; and
 - Customs House employees as set out in Schedule 11, but
 - does not mean or include:
 - a person who is the Vice-Chancellor and President, the Provost, Chief Operating Officer, the Deputy Provost, a Deputy Vice-Chancellor, Pro-Vice-Chancellor, Director, a Deputy Director, Associate Director or equivalent senior manager (howsoever named) of a unit of the University's Administration or Information Services; or
 - employees holding similar or equivalent offices who are above HEW Level 9, unless the employee was appointed to a position above HEW Level 9 as at the date of approval of *The University of Queensland Enterprise Agreement 2014 – 2017* by the FWC (30 October 2014). (Such employees will continue to be covered by the terms of this Agreement and by the terms of any individual contractual agreements until such time as their existing contract expires (where relevant) or their conditions of employment are renegotiated between the employee and the University).
- 7.19 "Relevant Senior Executive" means such senior officer(s) of the University as designated by the Vice-Chancellor and President to undertake prescribed responsibilities pursuant to this Agreement. The Relevant Senior Executive is:
- for Professional employees, the Chief Operating Officer or another officer nominated by the University;

- for Academic employees, the Deputy Provost or another officer nominated by the University.
- 7.20 “**Representative**” means a Union representative or a person who is not a currently practicing solicitor or barrister, chosen by the employee to represent or support them. An employee, should they so choose, may request a Representative for any matter that affects them.
- 7.21 “**Research Professional employees**” means Professional employees engaged on research projects and who are doing non-academic work similar to that carried out by Professional employees not engaged on research projects, but subject to working arrangements determined by the needs of the research projects.
- 7.22 “**Serious Misconduct**” is conduct of a serious and wilful nature and is normally conduct of a type that would make it unreasonable to require the University to continue employment of the employee concerned. Serious Misconduct can be represented by a pattern of behaviour or a single occurrence. It is normally limited to:
- a. theft from the University, or from employees or students;
 - b. assault involving another employee, or student, or which is occasioned on campus or at a work related function or activity;
 - c. conduct of a kind which constitutes a significant impediment to the carrying out of an employee’s duties or to the employee’s colleagues carrying out their duties;
 - d. conviction by a court of an offence or judgment entered in a court or tribunal which constitutes a serious impediment of the kind referred to above;
 - e. conduct of a serious nature which in the reasonable opinion of the University breaches the University’s Code of Conduct;
 - f. serious dereliction of the duties required of the employee’s position; and/or
 - g. engaging in sexual harassment.
- 7.23 “**Supervisor**” means the person or persons responsible for day-to-day supervision of an employee or other person or persons so designated by the University. Nothing in this Agreement precludes the University from nominating a Supervisor(s) for a specific purpose including for a process as provided for under this Agreement.
- 7.24 “**Union**” means one of the unions listed as a party to this Agreement in accordance with clause 4.1.
- 7.25 “**University**” means The University of Queensland.

8. Individual Flexibility Arrangement

- 8.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act.
- 8.2 The University and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the arrangement permits the employee to convert the annual leave loading provided for in clause 40.6 to three (3) days additional annual leave in accordance with the relevant policy;
 - b. the arrangement meets the genuine needs of the University and the employee in relation to the matter mentioned in paragraph 8.2(a);
 - c. the arrangement is genuinely agreed to by the University and the employee; and
 - d. the arrangement does not require that anyone else approve it other than the employee and the University.

- 8.3 The University must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the Fair Work Act;
 - b. are not unlawful terms under section 194 of the Fair Work Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.4 The University must ensure that the individual flexibility arrangement:
- a. is in writing;
 - b. includes the name of the Head of Organisational Unit and the employee;
 - c. is signed by the Head of Organisational Unit and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.5 The University must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 8.6 The University or employee may terminate the individual flexibility arrangement:
- a. by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b. if the University and employee agree in writing — at any time.
- 8.7 The arrangement to convert annual leave loading to additional annual leave will normally be entered into on an annual basis and in accordance with the relevant policy and procedure.

PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

9. Types of Employment

- 9.1 Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment unless otherwise specified in this Agreement.

9.2 Appointments – General Statement

The University may engage a person as an employee in accordance with this Agreement on terms that correspond with the following types of employment:

- a. Continuing employment;
- b. Research (Contingent Funded) employment;
- c. Fixed-term employment; and
- d. Casual employment.

- 9.3 The University will provide Staff Consultative Committee(s) on request, with a breakdown of modes and types of employment by full-time equivalent employee numbers and by Organisational Unit. The Staff Consultative Committee(s) may make such a request up to two (2) times per annum.
- 9.4 Employment other than Casual employment may be offered on a full-time or part-time basis.
- 9.5 Part-time employees are engaged for a specified proportion of full-time employment. A part-time employee shall be entitled to the pro-rata proportion of salary and other benefits prescribed by this Agreement, unless otherwise specified.

10. Modes of Employment

Continuing Employment

- 10.1 Continuing employment means all employment other than Fixed-term, Research (Contingent Funded), or Casual employment.
- 10.2 Continuing employment continues until termination at the initiative of either the employer or the employee in accordance with the relevant provisions of this Agreement.

Research (Contingent-Funded) Employment

Purpose

- 10.3 RCFE represents a type of employment available to Fixed-term employees whose employment is funded by contingent funding; and who are to be appointed to their second (2nd) or subsequent consecutive contract. It does not constitute continuing employment but rather is a means by which the University may recruit and retain employees and bridge the gaps between Fixed-term contracts which are dependent on contingent funding arrangements.

Eligibility

- 10.4 An employee engaged on a Fixed-term contract in Contingent Funded Research may apply for, or be offered, a RCFE contract where the employee:
- a. is to be appointed to their second or subsequent consecutive contract; and
 - b. the employee has been employed by the University for a period of twelve (12) months or more.

An Executive Dean or Institute Director may, at their absolute discretion, offer a RCFE contract notwithstanding that not all of the above criteria are satisfied.

- 10.5 Applications from an employee seeking an RCFE contract must be made in writing to the relevant Executive Dean or Institute Director, who will advise the employee in writing of the outcome within thirty (30) days of receiving the application. An application may be refused on reasonable grounds. Reasonable grounds include:
- a. the criteria in clause 10.4 are not satisfied, and the Executive Dean or Institute Director declines to exercise their discretion;
 - b. where it is unlikely that there will be sufficient revenue or funding available to provide ongoing support for the employee's employment beyond a further three (3) year period;
 - c. the employee's performance has not been assessed as satisfactory;
 - d. the employee is performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the University;

- e. the employee does not have sufficiently transferable skills that would reasonably enable the University to redeploy the employee to another position within the University upon expiration of the existing research grant;
- f. the employee is a student, and their status as a student was the primary reason for their appointment; and/or
- g. the employee is a genuine retiree (including an employee who elected to change from Continuing employment to a pre-retirement contract).

Conditions

- 10.6 Subject to clause 10.7 below, employees on RCFE will receive the same entitlements as Continuing employees, including superannuation.
- 10.7 Unless otherwise provided for in this clause, the following provisions in this Agreement do not apply to employees on RCFE employment:
- a. Organisational Change/Major Organisational Change provisions where funding for continuation of a RCFE position ceases;
 - b. Termination of Employment, Notice Periods and Redundancy provisions including payments that apply to employees employed on a Continuing contract of employment; or
 - c. Employees employed on other types of Fixed-term employment or employment schemes as specified elsewhere under this Agreement.
- 10.8 Where an employee is employed on a RCFE contract and the funding ceases for whatever reason, the University may take one of the following actions in order to avoid immediate termination of employment on the cessation of the contract, noting that ordinarily notice would have been given:
- a. The University may transfer the employee to another equivalent position for the period of the notice.
 - b. The employee may be employed for the period of the notice using other available funding at the discretion of the relevant senior manager, provided:
 - (i) the use of such funding for employment of the employee is for a limited period; and
 - (ii) the Organisational Unit has a reasonable expectation that alternative research funding or a Continuing appointment will become available.

Effect on Notice Period

- 10.9 If the contingent funding for the position is renewed during the notice period specified in clause 10.15, the position is renewed, the notice period ceases to apply and employment continues.
- 10.10 If the notice period runs and expires with an application for renewal of the contingent funding for the position still pending, the period of employment may continue to the extent of any period of paid leave to which the employee is entitled. In addition, the University may utilise one of the following options:
- a. this paid leave may be supplemented by a period of unpaid leave (if applicable) up to a maximum of twelve (12) weeks, in order to maintain continuity of service until a decision on the contingent funding is made;
 - b. by agreement, payment in lieu of leave (if such leave is available) may be delayed for a maximum of twelve (12) weeks, in order to maintain continuity of service. An employee may work under a temporary arrangement within the University during this period by agreement. When payment in lieu of leave is made, such leave balances will be reduced accordingly; or

- c. payment of severance may be:
 - (i) delayed for up to a maximum of twelve (12) weeks to maintain continuity of service, or
 - (ii) paid on termination, if it is agreed that the employee is not likely to be offered further employment by the University.

- 10.11 At the end of the notice period (and any such approved leave as detailed above), the employment relationship will cease and the severance payment (as per clause 10.15 in this Agreement) will be made to the employee.
- 10.12 A break between contracts of up to six (6) months will not constitute a break in continuity of service for the purposes of entitlements pursuant to this Agreement, but will not count as service for any purpose.
- 10.13 The Supervisor will manage the above process on behalf of the University.
- 10.14 It is not the intention of this clause that the conditions of employment of a RCFE employee be less favourable than if the employee had been employed in a Fixed-term position subject to contingent funding. That is, an employee who is employed or converted to RCFE would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of an employee on a RCFE contract unless:
- a. the contingent funding that supports the position ceases or is insufficient;
 - b. the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
 - c. termination is in accordance with this Agreement.
- 10.15 **RCFE – Notice Periods and Eligibility for Severance Payments:**
- a. Notice periods and severance payments for RCFE are provided in this clause 10.15. The provisions in clauses 68 and 70 of this Agreement do not apply to RCFE.
 - b. An employee engaged on RCFE will be eligible for notice and severance payment in accordance with clauses 10.15(c) and 10.15(d) (below) if:
 - (i) the employee is employed pursuant to this clause;
 - (ii) the employment is terminated under clause 10.14(a) or 10.14(b) above; and
 - (iii) a transfer opportunity as specified in clause 10.8(a) does not exist.
 - c. Eligible employees will be provided with a minimum of four (4) weeks' notice of termination, or five (5) weeks if the employee is over forty-five (45) years of age. The University may pay the employee in lieu of notice.
 - d. An eligible employee will be provided with a severance payment in accordance with the following:

Period of Continuous Service	Severance pay (weeks)
More than one (1) year but less than two (2) years	Four (4)
Two (2) years or more but less than three (3) years	Six (6)
Three (3) years or more but less than four (4) years	Seven (7)
Four (4) years or more but less than eight (8) years	Eight (8)

Period of Continuous Service	Severance pay (weeks)
Eight (8) years or more but less than ten (10) years	Ten (10)
Ten (10) years or more but less than fourteen (14) years	Fourteen (14)
Fourteen (14) years or more	Sixteen (16)

Fixed-Term Employment

- 10.16 Fixed-term employment means employment on a full-time or part-time basis for a specified term or ascertainable period, for which the instrument of engagement may 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 a specific task or project, upon occurrence of which the term of the employment shall expire.
- 10.17 During the term of employment, the contract is not generally terminable by the University, other than during a probationary period, or for cause based upon serious or wilful misconduct, or a persistent pattern of unsatisfactory performance.
- 10.18 For the purpose of this Agreement and for the purpose of determining which provisions apply to Fixed-term employees other than long service leave, breaks between Fixed-term employment of up to two (2) times per year and of up to six (6) weeks on each occasion shall not constitute breaks in continuous service, but shall not count as service. Periods of approved unpaid leave shall not count for service and also shall not constitute breaks in service.
- 10.19 The use of Fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:
- a. **Specific task or project** means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - b. **Research** means work activity by a person engaged on research only functions for a contract period not exceeding five (5) years.
 - c. **Replacement employee** means an employee:
 - (i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
 - (ii) performing the duties of:
 - a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.
 - d. **Recent professional practice required**
Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two

(2) years.

e. **Pre-retirement contract**

Where a full-time or a part-time employee declares that it is their intention to retire, a Fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.

f. **Fixed-term employment subsidiary to studentship**

Where a person is enrolled as a student, Fixed-term employment may be adopted as the appropriate type of employment for work activity, notwithstanding that the work being undertaken might also fall within one of the other circumstances described in this clause. This applies where the work generally relates to a degree course that the student is undertaking within the academic unit and:

- (i) such Fixed-term employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (ii) an offer of Fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

g. **New program of study**

Where the University offers a new program and there is a demonstrable uncertainty as to the viability of that program, a Fixed-term contract may be offered for an additional position provided that the period of use of Fixed-term employment shall not exceed two (2) years.

h. **Discontinued program of study**

Where a formal decision has been made to phase out an academic area represented by a program, a Fixed-term contract may be offered to meet commitments to students provided that the period of use of Fixed-term employment shall not exceed two (2) years.

i. **Apprenticeship or traineeship**

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant training authority. An apprenticeship or traineeship will be terminable in accordance with the relevant training agreement.

j. **Decrease in enrolments**

Consistent with the University's commitment to the appropriate use of Casual employment, Fixed-term appointments may be used for up to two (2) years where:

- (i) there is a demonstrable likelihood based on available data of a significant decrease in enrolments;
- (ii) this is likely to require a reduction in future employee numbers; and
- (iii) there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments.

It is a requirement for the use of such Fixed-term appointments that there is a correlation between the number of Fixed-term appointments made and the numbers and area(s) of forecast decrease in enrolments.

If at the end of the Fixed-term appointment, the work is considered to be continuing, the relevant employee(s) will be offered a Continuing appointment where the employee(s) was appointed through a merit-based selection, has

demonstrated continued satisfactory performance and where no Continuing employees in substantively similar positions within the organisational area are proposed to be made redundant.

k. **Organisational Change**

A Fixed-term appointment may be offered where:

- (i) an organisational work area has been the subject of a decision by the University to discontinue that work within a specified timeframe, or
- (ii) the provisions of this Agreement in relation to Organisational Change and Major Organisational Change (clauses 69 and 70) have been initiated and there is genuine uncertainty regarding the continuing need for vacant positions, until the change is implemented.

l. **Clinical internship**

A recent graduate from The University of Queensland may be appointed to a University- operated clinic for a fixed period of up to twelve (12) months, where the primary responsibility of the position is to gain experience in the clinical setting. Employees appointed to these positions may make a contribution to the teaching of undergraduate students in the relevant Organisational Unit. This is a training position which will be predominantly clinical in focus.

This appointment may be renewed once for a period of up to twelve (12) months only. For the purpose of this clause, recent graduate, means a person who has graduated from The University of Queensland in the three (3) years preceding their appointment.

m. **Head of School**

An appointment may be made to the position of Head of School for a fixed period of up to five (5) years. Where an existing employee with a substantive continuing appointment is appointed to a Head of School position, they will not be required to relinquish their Continuing appointment.

n. **Any other reason**

As agreed between the University and the parties to this Agreement.

Casual Employment

- 10.20 An essential feature of Casual appointments is that there is no expectation of future work and the appointment may be terminated in accordance with the Fair Work Act.
- 10.21 Casual employees will be provided with reasonable access, commensurate with available resources, to University facilities to enable them to perform University work. These include access to the library, email and internet, a working space, and out-of-hours access to the office as appropriate. The University supports the inclusion of Casual employees in the activities and life of the Organisational Unit.
- 10.22 The University supports assisting suitably qualified Casual employees to obtain either part-time or full-time employment within the University where suitable vacancies arise. Existing Casual employees employed at the time of advertisement of a vacancy in the University will be eligible to apply for such vacancies. As part of the merit selection process and in accordance with the relevant policy, due consideration of the contribution and experience of suitably qualified Casual employees will be given by selection panels when assessing applications for such ongoing fulltime and part-time positions.

11. Professional Employee Workloads

- 11.1 The University recognises the importance of ensuring that Professional employees have a suitable workload. Managers and Supervisors of Professional employees have the responsibility to manage actively, effectively and equitably the workloads and working hours of their employees and will take all reasonable positive steps to ensure that employees are not regularly working hours in excess of the ordinary hours of work provided by this Agreement.
- 11.2 The *Management of Professional Staff Workloads – Guidelines*, outline ways in which Supervisors and employees can work together to effectively and responsibly manage workloads and working hours. These Guidelines should be read in conjunction with this Agreement but do not form part of this Agreement.
- 11.3 Consultation about workloads, and the allocation and monitoring of workloads, are a fundamental and necessary part of the Annual Performance and Development process and should be discussed on an ongoing and regular basis. The Organisational area's review and future workplan will include, where reasonably practicable, consideration of individual workloads and the impact on workload of decisions relating to the replacement of employees on leave, the filling of vacancies and the planned introduction of new or changed services. The management of these arrangements will have regard to the hours of work provisions of this Agreement, the sustainability of workloads, access to leave and to employee development opportunities and work life balance.
- 11.4 Where there are workload concerns that affect more than one (1) employee, reports relating to workload in an Organisational Unit or work unit may be requested through the Professional Staff Consultative Committee.
- 11.5 Should an employee have concerns about the workload that has been assigned to them by their Supervisor or manager, the employee (or their Representative) may raise the matter in the first instance with their Supervisor. Should the matter not be resolved through these discussions, the employee may refer the matter to the next level of management for review. Where the concerns remain unresolved, an employee or their representative can utilise the dispute settlement procedure under clause 17.

12. Eligibility for Professional Employee Fixed-Term Conversion

- 12.1 Subject to clause 12.2 where a Professional employee has completed two (2) or more contracts in the same position within the same Faculty (or equivalent Organisational Unit) over a period of four (4) or more years they will be eligible to apply for conversion to Continuing Employment.
- 12.2 Upon application, an employee will be converted provided that they:
- are undertaking work of a continuing nature;
 - were appointed through a merit-based selection process for at least one of the Fixed-term appointments; and
 - are meeting and maintaining University work performance expectations and have demonstrated the capacity to meet the performance expectations required in a Continuing role.
- 12.3 A Fixed-term employee must not have their employment terminated or not renewed, nor have their hours reduced in order to avoid any obligation under this clause.
- 12.4 A refusal to appoint an employee to a Continuing appointment pursuant to this clause cannot be the subject of an employee grievance.

13. Eligibility for Casual Professional Employee Conversion

- 13.1 This provision only applies to Professional employees.
- 13.2 Casual employees may apply for conversion to non-casual employment where they have been employed by the University for the past twelve (12) months and in the period of six (6) months prior to the request being made have worked on a regular and systematic basis.
- 13.3 An application for conversion shall not be unreasonably refused. Reasonable grounds for refusal are, but are not limited to, where the employee:
 - a. is a student or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - b. is a genuine retiree;
 - c. is performing work which will either cease to be required or will be performed by a non-casual employee, within thirteen (13) weeks (from date of application);
 - d. has a primary occupation with the University or elsewhere;
 - e. does not meet the essential requirements of the position; and / or
 - f. is performing work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 13.4 An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 13.5 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

14. Professional Employee Part-Year Employment

- 14.1 Part-year employment provides for appointment of employees (either Continuing or Fixed-term) to work during peak work periods.
- 14.2 Employees who work under a part-year employment arrangement are part-time employees for the purposes of this Agreement.
- 14.3 An employee may request to receive their salary on an annualised or worked basis. Where this request can be accommodated it will not be unreasonably refused.
- 14.4 The number of weeks worked pursuant to this clause may vary across Organisational Units.
- 14.5 Employees who do not receive their salary on an annualised basis will be deemed to be on unpaid leave outside the periods of paid employment.
- 14.6 Any additional hours will be by agreement and payment will be at the ordinary rate subject to other provisions of this Agreement (such as overtime).
- 14.7 Part-year employment may only be offered for positions that would otherwise be filled by Casual employees.
- 14.8 All employee benefits including personal/carer's leave annual leave and long service leave will accrue based on the hours worked. No benefits will accrue during non-work periods, and this period will not count as service for any purpose, however non-work periods will not break continuity of service.

- 14.9 Accrued annual leave will be taken at the end of the last period of paid employment for the calendar year.
- 14.10 The minimum term of a Fixed-term part-year appointment under this clause is two (2) years.
- 14.11 A part-year employee will be advised twice each calendar year which weeks they will be required to work for that half year, normally at least two (2) weeks before commencement of each period of work.
- 14.12 Where a Casual employee is offered part-year employment they may:
 - a. accept part-year employment;
 - b. accept part-year employment with their salary annualised over a full year (where this can be accommodated); or
 - c. reject the offer and elect to remain employed on a Casual basis.

15. Academic Employee Workloads

Workload Allocation Principles

- 15.1 The University, through Heads of Schools and Directors of Institutes and Centres, must ensure that employees are consulted about the implementation of this clause, and that workloads are allocated fairly and distributed equitably among employees in the School, Institute or Centre.
- 15.2 Having regard to an employee's classification, experience and other relevant factors, the workload allocated to or required of an employee in a calendar year should not exceed that which an average employee in that employee's classification (or where relevant, early career status) would reasonably be expected to be able to perform in 1,725 hours.
- 15.3 The prescription described in clause 15.2 above shall apply in respect of engagement for a part of a year, on a pro-rata basis, and shall also be adjusted proportionately for any significant periods of leave above or below the average.
- 15.4 This clause will be implemented in a manner consistent with the relevant University policies and guidelines. Changes to the *Workload Allocation for Academic Staff – Guidelines* will be subject to Consultation with affected employees and the NTEU.

Academic Workload Allocation Model

- 15.5 To achieve the requirements of clauses 15.1, 15.2, 15.3 and 15.4, and to monitor workloads of employees generally within the School, Institute or Centre, the University (through a Head or Director) will, in consultation with Academic employees of the School, Institute or Centre, develop an Academic Workload Allocation Model.
- 15.6 The Academic Workload Allocation Model will include an estimate of the time for each type of work or bundle of work to be accounted for. The estimate must be a fair and accurate estimate of the average time that an employee should take to perform this work to a professional standard and at a satisfactory level of performance.
- 15.7 Each School's Academic Workload Allocation Model must include a typical workload range (minimum and maximum thresholds) for teaching and teaching-related duties as appropriate for each type of Academic role (Teaching and Research, Teaching Focused, Research Focused, Clinical Academic or Teaching Associate).
- 15.8 The Academic Workload Allocation Model must comply with the provisions of this Agreement.
- 15.9 The Academic Workload Allocation Model must be agreed to by the majority of Academic employees to be covered by the model.
- 15.10 Existing arrangements for the allocation of academic workload shall continue in

accordance with the provisions of *The University of Queensland Enterprise Agreement 2018 – 2021* until such a time as they are reviewed and updated in accordance with clause 15.11.

- 15.11 Any Academic Workload Allocation Model (however named) which is in place upon when this Agreement is certified must be reviewed by 30 November 2024.
- 15.12 It is the intention of the parties that there must be a current and applicable Academic Workload Model in place before the beginning of each academic year. Should an employee have concerns about the workload that has been assigned to them by their Supervisor, the employee (or their Representative) may raise the matter in the first instance with their Supervisor. Should the matter not be resolved through these discussions, the employee may refer the matter to the Head or Director for review. Where the concerns remain unresolved, an employee or their Representative can utilise the dispute settlement procedure under clause 17.
- 15.13 The Academic Workload Allocation Model and individual workload allocations made under it must be accessible to all employees within the School, Institute or Centre in which the model applies.

Individual Workload Allocation

- 15.14 A Head or delegate will allocate academic workload in consultation with the employee concerned in a manner that is consistent with the applicable Academic Workload Allocation Model.
- 15.15 In undertaking this allocation, a Head or delegate will allocate an appropriate balance across teaching-related duties (including HDR supervision), scholarship or research, and engagement for each individual employee (relevant to their designated role of Teaching and Research; Teaching Focused; Clinical Academic; or Research Focused employees).
- 15.16 Workload allocated to part-time Academic employees will be on a pro-rata basis in proportion to their fraction of employment.
- 15.17 In undertaking this allocation, (including with respect to its distribution and composition) a Head or delegate will, subject to the University's operational requirements, give reasonable consideration to the employee's preferences and needs in relation to the following matters (to the extent that they have been made known to the University by the employee):
- a. family and personal responsibilities;
 - b. professional development needs of employees; and
 - c. objectives for confirmation, promotion or career progression more generally.
- 15.18 Academic employees may only be required to teach in two (2) out of the three (3) of Semester One, Semester Two and summer semester. Academic employees may, by agreement, teach or convene courses in each of three (3) consecutive semesters where that includes a Summer Semester. Where Academic employees agree to work during summer semester in this context, this will be recognised in the employee's workload allocation by provision of an equivalent teaching-free or convening-free time during the rest of the year, or other agreed offset.

16. Casual Conversion: Teaching Associate Positions

- 16.1 The intent of this clause is to see a reduction in the overall use of Casual employment and provide a meaningful mechanism for current Casual Academic employees to have continuing variable intensity academic employment at the University.

A Teaching Associate Appointment provides for the Continuing appointment of an existing Casual Academic employee in accordance with the provisions below as an Associate Lecturer (Level A, Step 6) or Lecturer (Level B, Step 2) commensurate with the Casual level to which the employee is appointed at the time of conversion to undertake a teaching intensive workload.

- 16.2 Subject to clause 16.3 below, any Casual Academic employee who has undertaken a teaching allocation of at least 0.2 FTE, measured over teaching weeks, in an Organisational Unit/s, in at least four (4) semesters in the last four (4) years is eligible to apply to their Organisational Unit for conversion to a Teaching Associate Appointment. Subject to such a request meeting the operational requirements of an Organisational Unit, such an application shall not be unreasonably refused.
- 16.3 An Academic employee who has been engaged on a Fixed-term contract for the primary purpose of undertaking course coordination duties and has prior to 1 February 2023 been employed as a Casual Academic employee will remain eligible to apply to their Organisational Unit for conversion to a Teaching Associate Appointment.
- Further, Casual Academic employees who have also been engaged as a Fixed-term employee to undertake teaching and/or teaching-related duties, will have their period/s of service in those Fixed-term positions counted towards the eligibility in clause 16.2 above.
- 16.4 A Casual employee must not be engaged and re-engaged, nor have their hours reduced in order to avoid their eligibility for conversion to a Teaching Associate Appointment.
- 16.5 The University commits to internally advertising and seeking to fill a minimum of fifty (50) Teaching Associate positions in each twelve (12) month period following certification of this Agreement and to:
- a. consider where possible, an order of priority from the longest serving Casuals to the most recently employed; and
 - b. align appointments with the University's diversity targets and aspirations.
- 16.6 Employees who are Teaching Associates or remain Casual Academic employees remain eligible at all times to apply for other academic roles.

Fractional Appointment and Workloads

- 16.7 Teaching Associate Appointments may be appointed at any fraction but would normally not be considered at less than 0.2FTE or greater than 0.7FTE. Any change in fraction or workload mix either temporarily or permanently is subject to approval by the Head of School and agreement with the employee.
- 16.8 Teaching Associate Appointments will have an FTE level that will take into account, and would normally be no less than, the employee's intensity of Casual employment for the previous four (4) semesters in which the employee was employed, and in alignment with the Academic Workload Model used in the relevant area. This appointment will include a 20% workload allocation for administrative tasks such as managing a tutor team, citizenship, training, discipline currency and development activities relevant to the role. Non-teaching activities identified here, for example, discipline currency and development activities, while still included in the 20% work allocation can be undertaken at any time throughout the year, with agreement of the Supervisor.
- 16.9 Teaching Associate Appointments will be employed on a variable intensity basis, with the intensity of hours required varying throughout the academic year, with the greatest intensity occurring during the teaching periods. The varying intensity across the weeks worked will be determined in consultation with the Head of School and the employee having regard to the range of duties expected to be performed, including appropriate inclusion of activities required outside of teaching weeks such as teaching preparation prior to the commencement of a teaching semester, marking and any research workload allocation as provided under clause 16.12.
- 16.10 Unless otherwise agreed with the University, accrued annual leave will be taken outside of the teaching periods.
- 16.11 Teaching Associates will be subject to the normal processes for Continuing academic appointments, including confirmation, incremental progression and promotion and transition of academic category.

Research Workload Allocation

- 16.12 Where a Teaching Associate seeks a Research Workload Allocation as part of their employment, they may apply to their Organisational Unit and such application shall not be unreasonably refused, provided that:
- a. the employee has provided a reasonable and credible research plan, outlining anticipated research outputs of the intended research activity;
 - b. the research aligns with the research profile of the Organisational Unit; and
 - c. the request meets the operational requirements of the Organisational Unit.

Review

- 16.13 The University and NTEU will undertake a review of conversion of Casual Academic employees to Teaching Associate positions twenty-four (24) months after commencement of this Agreement. Following this review, the University will consider the success of these provisions and may determine that additional Teaching Associate roles be advertised during the life of this Agreement.
- 16.14 Should the review determine that the positions as advertised under clause 16.5 are not likely to be filled by the expiry date of this Agreement, the parties will confer within one (1) month following the review to determine what reasonable measures should be taken to achieve the intent set out in clause 16.1.

17. Dispute Avoidance and Settlement Procedures

- 17.1 This clause constitutes the clause required by section 186(6) of the Fair Work Act.
- 17.2 It is agreed that the University and all employees have an interest in the proper application of this Agreement and in resolving disputes about the proper application of the Agreement in a timely manner.
- 17.3 With the exception of determinations listed in clause 17.4, this clause outlines the process for the resolution of disputes between an employee and the University and/or the Unions and the University in respect to the proper application of this Agreement or the NES as provided for by the Fair Work Act.
- 17.4 Where a determination is made by the Vice-Chancellor and President, Provost and Relevant Senior Executive, following the proper application of the clauses listed below, that determination cannot be the subject of a dispute under this clause:
- a. Clause 56 "Misconduct/Serious Misconduct";
 - b. Clause 57 "Unsatisfactory Performance";
 - c. Clause 58 "Committee of Review";
 - d. Clause 59 "Medical Conditions Affecting Performance"; and
 - e. Clause 69 "Consultation in Relation to Major Organisational Change".
- 17.5 This clause applies to a single employee or to any number of employees. The Unions covered by this Agreement may also, on behalf of a member or members, raise matters which require resolution under this clause.
- 17.6 Nothing in this clause prevents:
- a. an employee who is a party to the dispute being represented by a Representative of their choice; or
 - b. the University being represented.

17.7 Step One

- a. In the event of an employee(s) and/or Union(s) covered by this Agreement having a dispute, the employee and/or their Union or another Representative of the employee's choice shall, in the first instance raise the dispute with the Chief Human Resources Officer (or nominee) who will consult as necessary with relevant senior management in relation to the matters that are the subject of the dispute. The parties to the dispute will attempt to reach written agreement on the resolution of the matter within ten (10) working days.
- b. Where the dispute is being raised by the University in the first instance, the matter is to be raised by the relevant senior manager with the employee(s) concerned and the relevant Union(s) or another Representative of the employee's choice.

17.8 Step Two

- a. If the dispute remains unresolved after Step One, a party may refer the dispute to the FWC.
- b. The FWC may deal with the dispute in two (2) stages:
 - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute and make a determination that is binding on the parties.

17.9 While the above procedures are being followed, normal work shall continue except in the case of a genuine safety issue.

17.10 Until the procedures described in this clause, including those procedures involving the Fair Work Commission have been exhausted, the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties to the dispute shall not change work, staffing or the organisation of work the subject of a dispute, and not take any other action likely to exacerbate the dispute.

17.11 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the FWC with a view to the prompt settlement of the dispute.

17.12 Discussions at any stage of the procedure shall not be unreasonably delayed by any party to the dispute, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered beyond the timeframes prescribed in this clause, it shall be open to any party to the dispute to make an application to the FWC to deal with the dispute.

18. Consultative Committees

18.1 Key mechanisms for communication and Consultation include but are not limited to:

- a. an Academic Staff Consultative Committee (ASCC);
- b. a Professional Staff Consultative Committee (PSCC); and
- c. Faculty, Institute, School, Centre and team level meetings.

18.2 Each Committee member must be in a position to discharge their function as a member of the relevant consultative committee free from actual or perceived conflict of interest. Where an actual or perceived conflict of interest is identified a replacement member will be nominated by the relevant party as appropriate.

18.3 Alongside other avenues of Consultation, the ASCC and PSCC will provide for direct

Consultation between employees, Unions and the University on workplace relations and human resource matters in relation to Academic employees and Professional employees.

- 18.4 In the event of a casual vacancy of an ASCC or PSCC employee representative, a replacement representative will be nominated by the remaining employee representatives.
- 18.5 The Committees shall meet three (3) times annually and further meetings may be arranged as mutually agreed.

Composition of Consultative Committees

- 18.6 The ASCC shall consist of:
- a. Chair: Relevant Senior Executive;
 - b. up to three (3) other representatives of University management;
 - c. three (3) Academic employees nominated by the NTEU; and
 - d. one (1) representative from the NTEU.
- 18.7 The PSCC shall consist of:
- a. up to five (5) representatives of University management; and
 - b. five (5) Professional employees, or Representatives, nominated by the Union.

19. Aboriginal and Torres Strait Islander Employment

19.1 Aboriginal and Torres Strait Islander Employment

- a. For the purposes of this clause, "Aboriginal and Torres Strait Islander" person means any person who is of Aboriginal and/or Torres Strait Islander descent who is recognised and accepted as such by other Aboriginal or Torres Strait Islander peoples and who identifies as an Aboriginal and/or Torres Strait Islander.
- b. The University is committed to reconciliation with Aboriginal and Torres Strait Islander Australians and will establish and maintain a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations, and contributions. This is expressed in the University's Reconciliation Action Plan (RAP), Aboriginal and Torres Strait Islander Peoples Employment Strategy, and the University's Strategic Plan.
- c. The University will continue to improve the representation of Aboriginal and Torres Strait Islander employees with the aim of achieving population parity in Queensland (currently 3.6%), guided by the objectives outlined in the Aboriginal and Torres Strait Islander Peoples Employment Strategy with the following objectives:
 - (i) Ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the University, over the life of this Agreement the University will increase Aboriginal and Torres Strait Islander employment to the full-time equivalent of sixty-four (64) Academic employees and one hundred and sixteen (116) Professional employees by 31 January 2026.
 - (ii) The University will maintain the Aboriginal and Torres Strait Islander Employment Steering Committee which will include two (2) Union representatives, at least one (1) of whom will be Aboriginal and/or Torres Strait Islander.
- d. Should it be apparent to the parties to this Agreement that the targets in clause 19.1(c)(i) may not be met, the parties will confer, in consultation with the Staff Consultative Committee(s) to determine what reasonable measures should be taken to increase Aboriginal and Torres Strait Islander employment to the targets specified in clause 19.1(c)(i) above. The implementation of these measures shall be taken as compliance with clause 19.1(c)(i) and as such the parties agree that a dispute under clause 17 cannot be taken in relation to this clause.

19.2 Aboriginal and Torres Strait Islander Language Allowance

- a. In recognition of the importance of Aboriginal and Torres Strait Islander Languages, when an employee is required by the University to use Aboriginal and Torres Strait Islander Language substantially in the course of their employment or is required to use Aboriginal and Torres Strait Islander Language as a significant part of their role, they will be paid an allowance of \$3500 per annum.
- b. For the purpose of this clause, Language includes the complex system of communication used in Indigenous culture in all its diversity, which includes sign language, speech taboos, Indigenous gestural systems, ceremonial language, utterances, auditory, visual and/or non-verbal communication.

19.3 Incorporation of Aboriginal and/or Torres Strait Islander cultural duties/load into workload allocations

- a. The University acknowledges that Aboriginal and/or Torres Strait Islander employees have commitments and obligations to maintaining their relationship to Country, their communities and to the broader community. Aboriginal and/or Torres Strait Islander employees engaging in cultural activities requested to be undertaken on behalf of the University will have such activities identified and recognised in their workload allocation and considered in criteria for promotion.
- b. While the University encourages Aboriginal and Torres Strait Islander employees to undertake cultural duties as part of a celebration of this culture, the University recognises that an employee is not obligated to undertake any requests which involve additional cultural duties that are not part of their role.

19.4 Provision of Cultural Services

The University will allow time and reimbursement of costs (pre-approved) incurred by identified Aboriginal and/or Torres Strait Islander employees, for undertaking activities required by the University, in addition to those cultural duties identified in an employee's workload allocation. Eligibility confirmation will be sought through the Office of the Deputy Vice-Chancellor (Indigenous Engagement).

19.5 Recognition of Community-based Intellectual Property and Indigenous Cultural Knowledges

The University will consult with the Aboriginal and Torres Strait Islander community and the relevant Staff Consultative Committee(s) on policy changes affecting community-based intellectual property and Indigenous cultural knowledges.

20. Academic Freedom

20.1 All employees are entitled to exercise their right to academic freedom. For the purpose of this clause and the Agreement, academic freedom means:

- a. the freedom of employees, in the course of their academic activities, to educate, discuss or research and to disseminate and publish the results of those activities;
- b. the freedom of employees, in the course of their academic activities or area of professional expertise, to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to those activities or area of expertise;
- c. the freedom of employees to express their opinions in relation to the University; and
- d. the freedom of employees to participate in professional or representative bodies and associations.

20.2 However, an employee shall not be taken to be exercising academic freedom where they:

- a. fail to observe the responsibility to reflect scholarly norms, including:

- (i) recognising that others may have differing opinions in the context of a robust exchange of views; or
 - (ii) denying or interfering with another's exercise of academic and intellectual freedom.
 - b. engage in bullying, harassment, discrimination, vilification, intimidation, or threatening behaviour;
 - c. act unlawfully;
 - d. do not comply with any obligations of confidentiality owed by the University; or
 - e. allow the unauthorised use of intellectual property.
- 20.3 All employees may make comment outside their areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University.
- 20.4 An exercise of academic freedom is not misconduct or serious misconduct under the provisions of this Agreement or under any university policy, procedure or code of conduct, and cannot be subject to Disciplinary Action.

PART 3 – SALARIES AND RELATED MATTERS

21. Salaries

- 21.1 The salary rates for Academic and Professional employees are contained in the Schedules 3, 6, 9 and 11. Those salaries will be increased on or from the date set out below:
- a. 2% (previously administratively paid) from 31 January 2022;
 - b. 3% (previously administratively paid) from 5 December 2022;
 - c. \$1,500 increase to full time annual base salaries, to be paid on the first available full pay period after a majority of employees who cast a valid vote approve the Agreement through a ballot,
 - d. 2% to be paid on the first available full pay period after 31 January 2024;
 - e. 2% to be paid on the first available full pay period after 31 July 2024;
 - f. 2% to be paid on the first available full pay period after 31 January 2025;
 - g. 2% to be paid on the first available full pay period after 31 July 2025; and
 - h. 2% to be paid on the first available full pay period after 31 January 2026
- 21.2 With the exception of the salaries of apprentices, security shift superintendents, Customs House employees and employees on a supported wage, the classifications and salaries for Professional employees at The University of Queensland shall be as set out in Schedule 5 and Schedule 6 respectively.
- a. An Apprentice's rate of pay will be calculated according to the following percentages of the rate prescribed in Schedule 6 for a HEW Level 3.1 employee:
 - Year 1 40%
 - Year 2 55%
 - Year 3 75%
 - Year 4 90%
 - b. Provided that an Apprentice entering their indenture after the age of twenty-one (21) years shall be paid a minimum of Level HEW Level 3.2 for the term of their indenture.

- c. Trainees employed by the University will be paid in accordance with the National Training Wage provisions of the *Miscellaneous Award 2020*, as amended from time to time.
- d. The total salaries and salary increases payable to security shift superintendents are set out in Schedule 9.
- e. The total salaries and salary increases payable to Customs House employees are set out in Schedule 11.
- f. Employees eligible for a supported wage will be paid in accordance with the relevant University policy.

22. Payment of Salaries

- 22.1 Salary will be paid fortnightly by electronic funds transfer.
- 22.2 A Casual employee will be paid within twenty-two (22) days of submitting a completed valid claim for payment to the appropriate representative as identified by the University by electronic funds transfer.
- 22.3 Annual salary payments referred to in this Agreement will be paid in equal fortnightly installments.
- 22.4 Pay details will be provided on a secure University web page so that employees can access salary details. Paper-based payslips will not be provided, except to employees who do not have easy access to a computer.

23. Recovery of Overpayments

- 23.1 Where it can be demonstrated that an employee has been overpaid, the University will inform the employee as soon as practicable of the Overpayment and will write to the employee about the options available for repayment.
- 23.2 An employee who has received an Overpayment must inform the University of the error as soon as practicable.
- 23.3 The timeline for repayment will be of reasonable length, having regard to the particular circumstances, including the quantum of the Overpayment. A schedule for recovery of the Overpayment will be provided to the employee prior to any recovery activity. The employee must not unreasonably refuse or withhold their authorisation for the University to deduct the Overpayment.

24. Set-off of Outstanding Payments

- 24.1 Where an employee resigns or retires, or their employment is terminated, the University will, to the extent permissible by law, set off against and deduct from any amounts payable to the employee by way of salary, allowance, annual leave or long service leave, or any other benefits owing to the employee by the University, any amount owed to the University by the employee, arising from the employee's employment.
- 24.2 This clause does not preclude the University's legal right to pursue recovery of any outstanding monies.

25. Professional Employee Allowances

- 25.1 Professional employees are entitled to be paid one (1) or more work and expenses related allowances and will be eligible for the allowances and rates of payment in accordance with the relevant University policy. None of the allowances prescribed shall have application to work required to be performed on an international assignment. In these cases, the employee shall receive an amount no less than actual reasonable expenses incurred.
- 25.2 A table of Professional employees' allowances is contained in Schedule 7 of this Agreement.

26. Indexation of Professional Employee Allowances

- 26.1 Professional employee allowances referred to in Schedule 7 and prescribed in the relevant University policy shall be increased as follows:
- a. Work related expenses shall be increased in accordance with the percentage increases applicable under clause 21.1.
 - b. Work related allowances will be increased on an annual basis to reflect movements in the CPI category as at June 29 of each calendar year during the term of this Agreement as nominated in each category.

27. Higher Duties for Professional Employees

- 27.1 Where a Professional employee is appointed in writing by the University to perform the duties of a Professional employee in a higher position for a period of five (5) working days or more, such Professional employees will normally be paid for the whole of that time at the minimum rate prescribed for the higher position, provided that the relieving Professional employee will be paid no less than their existing rate of pay.
- 27.2 Where a Professional employee has been appointed in writing or otherwise instructed to act in a higher duties position for more than ten (10) days (consecutive or non-consecutive) within a six (6) month period, the Professional employee may apply for consideration of a higher duties payment. If not approved, the Professional employee may apply to the Chief Human Resources Officer for consideration.

28. Academic Employees' Clinical Loadings and State Supplementary Loadings

- 28.1 A clinical loading may be payable to Academic employees who have clinically-related qualifications. The amount payable will be determined by the relevant Executive Dean and shall be no less than provided in Schedule 3. This loading is superannuable and payable during periods of study leave, annual leave and long service leave.
- 28.2 An additional State supplementary loading may be payable to Academic employees who undertake public hospital clinical responsibilities. The amount payable will be determined by the relevant Executive Dean. This loading is superannuable and is not payable during periods of study leave, annual leave and long service leave.

29. Concurrent Casual Appointments

- 29.1 Continuing and Fixed-term employees may be employed on a casual basis, in addition to their substantive Continuing or Fixed-term appointment, provided that such a concurrent Casual appointment is for a role that is separate and distinct from that of the substantive Continuing or Fixed-term appointment.
- 29.2 Since a concurrent Casual appointment is for a role that is separate and distinct from that of the substantive continuing or Fixed-term appointment, the total hours worked in each

role will not be treated cumulatively for the purposes of calculating employee entitlements, including overtime or any applicable penalty payments.

- 29.3 The employee must seek approval from their substantive appointment Supervisor before engaging in a concurrent Casual appointment, so that consideration may be given to when the proposed work is to be undertaken, and any workplace health and safety concerns. Subject to these considerations and operational requirements, the substantive appointment Supervisor will not unreasonably refuse a request from an employee to also be engaged on a concurrent Casual appointment.

30. Salary Packaging

- 30.1 Depending upon the selected benefit employees are eligible to sacrifice a cash component of their gross salary as determined by the Australian Taxation Office. Administration fees may apply.
- 30.2 The combined amount of salary-packaged benefits must generally not exceed 50% of the employee's gross base salary, except where the employee specifically requests a higher percentage to be packaged as superannuation.
- 30.3 Access to salary packaging for employees who elect to pursue it will commence in the first pay period following finalisation by the relevant parties of the salary packaging arrangement. Salary packaging of gross salary only applies to future earnings and the arrangement cannot be retrospective.
- 30.4 Participation in any salary packaging arrangement is voluntary with freedom to choose from benefits that best meet the needs of the employee. The University strongly suggests that employees considering salary packaging seek independent financial advice.

31. Superannuation

- 31.1 Continuing and Fixed-term employees are entitled to superannuation entitlements including a 17% employer contribution.
- 31.2 Casual employees are entitled to the minimum employer superannuation contribution as provided for by the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 31.3 The University's nominated default fund is UniSuper. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 31.4 Should changes to the Trust Deed and/or the clause be required because of external influences, the University will consult with employees and Unions.

32. Evaluation of Professional Employee Positions (up to and including HEW Level 9)

- 32.1 Evaluation and classification of positions will be in accordance with the relevant policy. The University is committed to openness and transparency in the process for evaluation and classification of positions and seeks consistency in classification outcomes across the University. The evaluation and classification process focuses on the work value of the position, not on the personal performance of the incumbent. The work value of the position incorporates the training, experience and skills required to perform the duties and responsibilities required of the position.
- 32.2 Within reason, employees may be required to perform tasks which are incidental and peripheral to the employee's major duties, subject to:
- a. the University's commitment to provide a safe and healthy workplace;

- b. the employee having been adequately trained to perform the duties in question;
 - c. Consultation with the employee;
 - d. such duties not being designed to promote deskilling; and
 - e. the employee's workload.
- 32.3 All employees will have a position description for the role they undertake. Position descriptions will be reviewed, where appropriate, through the annual performance and development process or at any other time where ongoing changes to the substantive duties and responsibilities of the role are identified. The position description will be classified in accordance with the Classification Structure and Job Descriptors outlined in Schedule 5 of this Agreement.
- 32.4 Notwithstanding clause 32.3, persons employed to undertake catering and hospitality work at Customs House and associated locations, will be employed in accordance with the Classification Structure and Job Descriptors set out in Schedule 11 of this Agreement.
- 32.5 An employee may request evaluation of a position where they are the incumbent or a Supervisor may initiate the request with the agreement of the employee. It is important that the employee and Supervisor discuss the requirements of the position and ideally reach agreement on the responsibilities and requirements of the position. An employee may request evaluation without the agreement of their Supervisor, provided only one (1) such request is made in any twelve (12) month period.
- 32.6 The Supervisor can provide valuable input into the documentation and provide feedback, support and clarification of the expectations of the position.
- 32.7 An application for evaluation must be signed by the employee and the Supervisor. Where the request has been made at the initiative of the employee, the Supervisor's signature indicates awareness of the application for reclassification; it does not imply support or non-support for the request. A Supervisor may provide their additional comments on the request if they choose. The process for evaluation of the position is contained in the relevant policy.
- 32.8 Where a position is reclassified, the increase in salary will normally be backdated to the date the application is formally submitted to the employee's Supervisor.

33. Salary Movement Within an Academic Level

- 33.1 An Academic employee will be eligible to progress to the next highest salary increment within the Academic level as set out in Schedule 3 automatically unless the employee receives an "unsatisfactory" assessment during an employee appraisal carried out in accordance with clause 66, or the employee is already at the top of the relevant increment.
- 33.2 Movement to the next highest salary point will be effective from twelve (12) months from appointment or the date on which the previous increment was made subject to clause 33.3. In cases where an employee appraisal is delayed, the effective date will not be changed and any increase in salary will be paid retrospectively in accordance with clause 33.1.
- 33.3 An Academic employee who has been absent on unpaid leave in excess of three (3) months, in aggregate, may have the review delayed by the period of absence and any resultant increase delayed by the period of absence.

PART 4 – HOURS AND WORK PATTERNS – PROFESSIONAL EMPLOYEES

34. Professional Employees – Hours of Work, On Call Allowances and Changes to Pattern of Work

34.1 Where the University proposes a change to the regular roster or ordinary hours of work of employees, the University will consult with affected employees. Employees may be represented for the purposes of Consultation. In undertaking Consultation the University will provide employees with information about the change, invite the employees to give their views about the impact of the change (including in relation to family and caring responsibilities) and consider any views given by employees about the impact of the change.

34.2 Schedule 5A sets out Hours of Work for Professional Employees as follows:

Schedule 5A – Hours of Work Arrangements – Professional Employees	
Table 1A	Hours of Work – Full and Part-Time Employees including Fixed-Term Employees (HEW Levels 1 to 7 only)
Table 1B	Hours of Work – Full and Part-Time Employees including Fixed-Term Employees (HEW Levels 8 and above only)
Table 2	Hours of Work – Standards for Occupational Categories for all Casual Employees (HEW Level 1-9).
Table 3	Changes to the Standard Spread of Hours, Maximum Hours per Work Cycle and Maximum Number of Hours Worked Per day.
Table 4A	On Call Allowances
Table 4B	On Call Allowances – Information Technology Services Division and Information Technology Employees Employed by the Library
Table 5	Hours of Work – Shiftworkers.

34.3 Rest and Meal Breaks

The following rest and meal break entitlements shall apply to all employees covered by this Agreement other than Casual employees and shiftworkers.

a. Rest Breaks

- (i) An employee working more than seven (7) consecutive hours in any one (1) day (excluding any unpaid meal break) is entitled to two (2) x ten (10) minute paid rest breaks.
- (ii) An employee working less than seven (7) but more than four (4) hours in any one (1) day is entitled to one (1) paid rest break of ten (10) minutes duration.
- (iii) Rest break should be taken at times agreed with the Supervisor.

b. Meal Breaks

An employee will not be required to work more than five (5) consecutive hours without an unpaid meal break of not less than 30 minutes but no more than 45 minutes, unless

otherwise specifically agreed to by the employee. Any such agreement cannot reduce the meal break to a period of less than thirty (30) minutes.

35. Professional Employees – Overtime and Penalty Provisions

- 35.1 Having regard for the NES, the University may require an employee to work a reasonable period of overtime which will be paid at overtime rates.
- 35.2 The provisions of this Agreement in relation to hours of work and overtime do not apply to employees whilst they are travelling or performing work away from the University whether that is intra-state, interstate or overseas. In these circumstances, there is no requirement to record or maintain time sheets. Working arrangements for such work and travel shall be subject to local arrangements.
- 35.3 Employees classified HEW Levels 1-7 are entitled to paid overtime in accordance with clause 35.7 or time off in lieu, in accordance with clause 35.11.
- 35.4 For employees classified at HEW Level 8, where the University requires the employee to work beyond their ordinary hours of work, they will be eligible for time off in lieu in accordance with clause 35.9 or where agreed between the University and the employee, be eligible to be paid out on a time for time basis only.
- 35.5 For employees classified at HEW Level 9 there is no entitlement to overtime or time off in lieu.
- 35.6 Overtime occurs where:
- a. a full-time employee works in excess of the ordinary or rostered hours of duty; or
 - b. a part-time employee is directed to work more than eight (8) hours in a single work period (excluding unpaid meal breaks);
 - c. there is no agreement in place for flexible work to enable ordinary hours of work to total more than 145 within a work cycle across four (4) consecutive weeks; and
 - d. the employee's Supervisor has given prior approval to the request. The only exception to this is in cases of emergency (such as life threatening hazards; danger to property and individuals, potential economic cost to the University). In such circumstances, the employee is to notify their Supervisor of any additional hours worked as soon as possible.
- 35.7 **Overtime Rates – HEW Levels 1 - 7**
- When overtime is directed to be worked and there is no agreement for time off in lieu then the following rates apply:
- a. For all employees (except employees employed in the Trades and Services occupational category) the first three (3) hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.
 - b. For employees engaged in the Trades and Services occupational category, the first two (2) hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.
 - c. All Casual employees who are directed to perform overtime will be paid in accordance with clause 37.3 below.
 - d. All overtime worked on Sunday will be paid at ordinary rate plus 100%.
 - e. An employee, who is not rostered to be on-call but who is recalled without prior notice to work overtime, which does not immediately follow their ordinary hours, will be paid a minimum of two (2) hours work at the appropriate overtime rate. However, employees employed as trades employees will be paid a minimum of four (4) hours work at the appropriate overtime rate.

- f. Any employee who works a roster which provides for more than one (1) shift will be paid at ordinary rates plus 100% for all overtime worked other than overtime worked on a public holiday.

35.8 Ordinary Hours - Penalties on Public Holidays

- a. All employees who work ordinary hours on a public holiday within their normal span of hours will be paid at ordinary rates plus 150% with a minimum engagement of four (4) hours).
- b. Any employee who works a roster which provides for more than one shift and who works on a public holiday within their normal span of hours will be paid at ordinary rates plus 150% with a minimum engagement of four (4) hours.

35.9 Overtime on a Public Holiday – HEW Levels 1 - 7

- a. All employees who are engaged in the occupational categories listed at Table 1A of Schedule 5A, except employees engaged in the Security and Trades and Services occupational categories, who work overtime on a public holiday will be paid at ordinary rates plus 50% for the first three (3) hours and thereafter at ordinary rates plus 100%, with no minimum engagement.
- b. Employees engaged in the Trades and Services occupational category who work overtime on a public holiday will be paid at ordinary rates plus 50% for the first two (2) hours and thereafter at ordinary rates plus 100%, with no minimum engagement.
- c. Any employee who works a roster which provides for more than one (1) shift and who works overtime on a public holiday will be paid at ordinary rates plus 100%, with no minimum engagement.

35.10 Other penalty provisions – Full-time and Part-time employees only (excluding employees at HEW Level 8 and above and shiftworkers)

- a. Employees engaged in the Library occupational category will receive a loading of 20% for all ordinary hours of work after 6pm Monday to Friday.
- b. All employees who are engaged in the occupational categories listed at Table 1A of Schedule 5A, except employees engaged in the Security occupational category, will receive penalty rates at the ordinary rate plus 50% for all ordinary working hours between midnight on Friday and midnight on Saturday.

35.11 Time Off in Lieu of Overtime

This clause does not apply to HEW Level 9 or above or Casual employees.

The Supervisor and an employee may agree that overtime will not be paid but compensated through “time off in lieu”. Should such an agreement be reached, the following principles apply:

- a. For employees classified HEW Levels 1-7, the time off in lieu will accrue at the equivalent overtime rate which would otherwise have been paid.
- b. For employees classified at HEW Level 8, time off in lieu will be recognised at the relevant overtime rate.
- c. The maximum accrued time will not normally exceed five (5) working days and will be taken at a mutually agreed time, normally within thirty (30) days of accrual.
- d. If an employee who is classified at HEW Levels 1-8, requests to be paid for overtime that they have not taken as time off in lieu, the University will pay the employee for the overtime in the next available pay period following the request, at the relevant overtime rate which applies to the classification of their position.

- e. An employee classified HEW Levels 1-7 who has accrued, but not taken time off in lieu will be paid out in total, twice per calendar year (being the last full pay period in May and the last full pay period in November), at the relevant overtime rate and salary that applied at the time the time off in lieu was accrued.
- f. Upon termination of employment of an employee classified HEW Levels 1-7, any accrued but untaken time off in lieu will be paid to the employee at the applicable overtime rate.
- g. The University will take all reasonable steps to ensure that Supervisors do not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, a request for time off in lieu instead of payment for overtime.

35.12 Minimum Break Between Periods of Duty

Full-time, part-time, and Fixed-term employees (HEW Levels 1-7) who have worked overtime will be given a minimum break of ten (10) hours between the end of one (1) period of duty and the beginning of the next. Where these employees are required to resume work without having a ten (10) hour break off duty, they will be entitled to be absent from duty without loss of pay until a ten (10) hour break has been taken or be paid at ordinary rates plus 100% until released from duty.

35.13 Meal Allowance During Overtime

Meal allowance is paid in addition to any payment for overtime in the following circumstances:

- a. Monday to Friday, where an employee is required to work overtime for more than an hour after their ordinary finishing time or after 6:00pm, where a meal has not been provided by the University;
- b. weekends or public holidays where an employee is required to work overtime on a weekend or any public holiday for more than four (4) hours and a meal has not been provided by the University; or
- c. where an employee continues or resumes duty after completing four (4) hours overtime and a subsequent forty-five (45) minute unpaid meal break, and a meal has not been provided by the University.

36. Professional Employees – Flexible Work

36.1 These provisions do not apply to:

- a. Casual employees;
- b. Fixed-term or Continuing employees at HEW Level 8 and above; and
- c. Employees whose work patterns are primarily shift work.

36.2 An arrangement for flexible work may be agreed in accordance with relevant University policy. Flexible work is subject to operational requirements of the work unit or area and can be withdrawn at the request of either party by providing seven (7) days' notice including reasons for the change.

36.3 Flexible work may be initiated by either the Supervisor or one (1) or more employees within an Organisational Unit and can only be implemented following Consultation and agreement between the Supervisor and the affected employee. Any variation to the existing span of hours will still require a regular pattern of work over a four (4) week cycle.

36.4 Flexible work may include the opportunity for an employee to vary their start and/or finish times, subject to operational requirements and approval from their Supervisor. In doing this, the employee has the opportunity to accumulate hours on a time for time basis, which can be taken at a mutually agreed time between the employee and their immediate

Supervisor who will take into account the work requirements of the area. Hours worked in accordance with an agreed arrangement for flexible work does not attract overtime penalties.

- 36.5 Working hours for Professional employees on research projects will be open to flexible arrangements, by agreement between the Supervisor and the employee/s, so as not to unduly impede the requirements of the research program. Where agreement on the proposed hours cannot be reached by consultation with the employee/s directly involved, the issue shall be dealt with in accordance with the dispute resolution provision.
- 36.6 Eligible employees may access flexible work including but not limited to one of the following patterns of work:
- a. A nine-day fortnight work pattern. The employee may work:
 - (i) forty (40) hours and thirty (30) minutes per week; or
 - (ii) seventy-two (72) hours and thirty (30) minutes per fortnight; and
 - (iii) a maximum of eight (8) hours and thirty (30) minutes per day.
 - b. A nineteen-day month work pattern. The employee may work:
 - (i) forty (40) hours and thirty (30) minutes per week; or
 - (ii) one hundred and forty-five (145) hours per four (4) weeks; and
 - (iii) a maximum of eight (8) hours and thirty (30) minutes per day.
 - c. Flexi-time. The employee may work:
 - (i) forty (40) hours and thirty (30) minutes per week; or
 - (ii) one hundred and forty-five (145) hours per four (4) weeks; and
 - (iii) a maximum of nine (9) hours per day.
 - d. Voluntary Banked Time. The employee may work:
 - (i) forty-five (45) hours and fifteen (15) minutes per week; or
 - (ii) nine hundred and forty-two (942) hours and thirty (30) minutes per twenty-six (26) weeks; and
 - (iii) a maximum of nine (9) hours per day.
- 36.7 The following specific conditions will apply to employees who reach agreement on flexible work:
- a. Where an agreement on a variation of hours is reached, this agreement and the period of time for which the agreement will apply will be documented in writing (including by electronic HR systems) by the Supervisor and the relevant employee(s). Where circumstances change, flexible work may be varied by mutual agreement or discontinued by either the Supervisor or the employee, giving reasonable notice.
 - b. Undertaking flexible work as set out in this clause will not be deemed to be the working of a shift for the purposes of accruing a shift penalty.
 - c. Ordinary rates of pay will apply to all ordinary hours worked under a variable hours arrangement, including work performed outside the normal span of hours and/or on Saturdays and Sundays.

37. Casual Professional Employees

Casual employment means that a person is engaged by the hour and paid on an hourly basis that includes a casual loading of 25% in lieu of Agreement-based benefits such as penalties and loading, unless otherwise set out below and including all paid leave entitlements (with the exception of long service leave).

37.1 Minimum Hours

The minimum period of engagement for Casual Professional employees shall be three (3) hours subject to:

- a. Persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students, and persons with a primary occupation elsewhere (or with the University), shall have a minimum engagement of one (1) hour. Without limiting the scope of this clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the University.
- b. The minimum engagement shall be two (2) hours for Casual employees (other than students with a one (1) hour minimum engagement) engaged in the following categories or work:
 - (i) farm employees (including fruit and vegetable workers, pastoral workers);
 - (ii) crop and animal attendants;
 - (iii) actors;
 - (iv) hospitality and catering employees;
 - (v) trades and maintenance employees (excluding electricians);
 - (vi) gardeners and grounds employees;
 - (vii) dental assistants; and
 - (viii) nurses
- c. In order to meet their personal circumstances, a Casual employee may request, and the employer may agree, to an engagement for less than the minimum of three (3) hours.
- d. There will be no multiple starts on any one (1) workday, in any one (1) work unit unless by agreement.

37.2 Ordinary Hours

The ordinary hours of work for a Casual employee are set out in Table 2 of Schedule 5A.

37.3 Overtime

A Casual employee will only be entitled to overtime where hours worked are in excess of 36.25 hours per week or 7.25 hours on any one (1) day (except in cases where the standard working day for the work area exceeds 7.25 hours, in which case overtime will be paid in excess of the standard working day). The employee will receive the greater of the applicable overtime rate as specified in clause 35.6(a) or the casual loading, but not both.

PART 5 – LEAVE ENTITLEMENTS

38. Leave Entitlements

- 38.1 The following clause sets out the basic entitlements for employees in each of the leave categories. Detailed provisions for the granting and taking of leave and all leave related entitlements by various categories of employees and the arrangements for payment while on leave will be in accordance with the relevant University policies.
- 38.2 Where a policy contains procedures that detail how an employee can access leave entitlements, changes to the policy will be subject to agreement with the relevant Staff Consultative Committee(s). Agreement will not be unreasonably withheld and will not be required where the amendments are due to changes in legislation.
- 38.3 Except where specifically stated otherwise, part-time employees will be entitled to pro-rata the full-time leave accrual and Casual employees have no leave entitlement.
- 38.4 Records of leave applications, takings and balances will be maintained.

39. Public Holidays

- 39.1 Any day appointed under the Holidays Act 1983 (Qld), for the relevant campus location and gazetted as such in the Queensland Government Gazette and/or the Queensland Government Industrial Gazette shall be observed as a public holiday for the purposes of this Agreement.
- 39.2 Employees other than Casual employees will be entitled to gazetted public holidays without loss of pay, including any other day or days gazetted in the State of Queensland, in addition to or substitution of any gazetted public holidays having application to the University of Queensland, provided that:
- a. where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; or
 - b. where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day; and
 - c. where New Year's Day falls on a Saturday or Sunday the following Monday shall be observed as New Year's Day.
- 39.3 An employee may substitute the annual Australia Day public holiday for an alternative day in the same calendar year, subject to genuine operational requirements and agreement with their Supervisor.
- 39.4 An employee that requests, and receives approval, to work on the Australia Day Holiday under clause 39.3, is not entitled to the payment of overtime/penalty rates and base rates of pay will apply to any ordinary hours worked on this day.
- 39.5 Where a public holiday falls on an employee's rostered day off, that employee will receive:
- a. another day off in lieu thereof;
 - b. one (1) day shall be added to the employee's Annual Leave balance; or
 - c. one (1) day's pay, at ordinary rates, shall be paid in addition to the fortnightly pay.
- 39.6 Part-time employees who usually work on a day of the week on which a public holiday falls and are not required to work on that day will be paid for the hours which would normally have been worked on that day.

40. Annual Leave

- 40.1 Full-time employees will be entitled to 145 hours (twenty [20] working days) for each twelve (12) months of continuous paid service.
- 40.2 Full-time employees on three (3) continuous shifts per day over a period of seven (7) days per week will be entitled to 181 hours fifteen (15) minutes (twenty-five [25] working days) for each twelve (12) months of continuous paid service.
- 40.3 It is expected that all annual leave is taken within twelve (12) months of accrual.
- 40.4 Subject to operational requirements and as far as reasonably practicable, leave should be taken at a time which is convenient to the employee.
- 40.5 Direction to take Annual Leave:
- a. Before any direction is made to take annual leave an employee may accrue leave up to 290 hours (forty [40] days) for full-time employees and 362.5 hours (fifty [50] days) for shiftworkers.

Leave in excess of 290 hours (forty [40] days) for full-time employees and 362.5 hours (fifty [50] days) for shiftworkers will be considered as excess leave for the purposes of this clause.
 - b. The University may direct an employee with excess leave, to take leave as follows (pro-rata for part-time employees):
 - Accrual of sixty (60) days or more, up to thirty (30) days leave.
 - Accrual of fifty (50) to sixty (60) days, up to twenty-five (25) days leave.
 - Accrual of forty (40) to fifty (50) days, up to twenty (20) days leave.
 - c. Where an employee has excess annual leave (as above) they may apply to cash out up to 50% of the annual leave they have been directed to take, provided that after the cash out the employee will have at least four (4) weeks of annual leave remaining.

Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the University and the employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the annual leave that the employee has forgone.
 - d. Where the University directs an employee to take annual leave, the Supervisor will:
 - discuss the timing of the leave with the employee allowing the employee, subject to operational requirements, an opportunity to take an appropriate amount of leave at a time convenient to the employee;
 - allow the employee to take leave in one or more blocks if the employee wishes to do so; and
 - provide the employee with reasonable notice of the leave to be taken.
 - e. Where an employee has been approved for cashing out a portion of a direction to take excess annual leave, this cashed out portion (to be paid at the time of taking the remainder of directed leave portion), will be regarded to be part of that direction, except where an employee applies to cancel the leave and approval is granted.
- 40.6 Annual leave loading for all employees will equate to 17.5% of ordinary salary, except where shift or penalty payments would be greater, with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the period preceding the date of accrual.

41. Personal/Carer's Leave

- 41.1 Full-time employees are entitled to 72.5 hours (ten [10] working days) (cumulative) paid leave in any twelve (12) consecutive months of employment.
- 41.2 Continuing and Fixed-term Academic employees engaged on a continuous basis since the day immediately prior to approval of *The University of Queensland Enterprise Agreement 2018-2021* will be entitled to a further thirty-five (35) days personal (sick) leave per annum, non-cumulative.
- 41.3 Casual employees are entitled to unpaid Personal/Carer's Leave.
- 41.4 Personal leave accrues pro-rata from date of commencing duty.
- 41.5 Accumulated Personal/Carer's leave will not be paid out upon termination of employment.
- 41.6 Carer's Leave is available for dependent children, immediate or extended family and significant others.
- 41.7 A medical certificate or statutory declaration is needed for more than three (3) consecutive days of leave.
- 41.8 For an employee whose partner is confirmed as pregnant, or where the birth of an employee's child is by a legal surrogacy arrangement, the employee will be entitled to use any accrued Carer's Leave entitlement to attend appointment(s) directly related to the pregnancy. At the discretion of the Supervisor, the employee may be required to provide medical certificate(s) or a statutory declaration confirming the pregnancy and their attendance at the appointment(s).

42. Additional Carer's Leave for All Employees

- 42.1 All employees, except Casual employees, who have completed twelve (12) months of service are entitled up to a maximum of 36.25 hours (five [5] working days) additional carer's leave per annum to provide care for dependent children, immediate or extended family and significant others.
- 42.2 A medical certificate or statutory declaration is needed for more than three (3) consecutive days of leave.
- 42.3 For an employee whose partner is confirmed as pregnant, or where the birth of an employee's child is by a legal surrogacy arrangement, the employee will be entitled to access additional carer's leave to attend appointments related to the pregnancy. At the direction of the Supervisor, the employee may be required to provide a medical certificate or a statutory declaration confirming the pregnancy and attendance at the appointment(s).

43. Compassionate Leave

Continuing and Fixed-term employees are entitled to three (3) days paid leave and up to five (5) days unpaid leave for the purpose of spending time with a person who is a member of the employee's immediate family or household and has a personal illness, or injury, that poses a serious threat to his or her life, or after the death of a member of the employee's immediate family or household. This entitlement also extends to members of an Aboriginal and Torres Strait Islander community or where a recognised cultural relationship exists. Casual employees are entitled to two (2) days unpaid leave.

44. Cultural Leave

To fulfill unique Aboriginal and Torres Strait Islander cultural responsibilities, the University supports Aboriginal or Torres Strait Islander employees by providing access to eight (8) days of paid Aboriginal and Torres Strait Islander cultural leave annually (in addition to the personal/carer's

leave provisions) and ten (10) days of unpaid Aboriginal and Torres Strait Islander cultural leave.

45. Parental Leave

Unpaid Parental Leave

45.1 Casual Employees

Casual employees who have completed at least twelve (12) months of continuous service and who, but for the birth (or expected birth), or placement (or expected placement) of the child have a reasonable expectation of continuing employment with the University on a regular and systematic basis, are entitled to twelve (12) months of unpaid parental leave.

45.2 Fixed-term or Continuing Employees

- a. Fixed-term or Continuing employees who have completed twelve (12) months of continuous service will be entitled to up to fifty-two (52) weeks of unpaid parental leave if the leave is associated with:
 - (i) the birth of a child of the employee or the employee's partner; or
 - (ii) the adoption of a child under sixteen (16) years of age who has not or will not have lived continuously with the employee for a period of six (6) months at the day of placement and is not (otherwise than because of the adoption), a child of the employee or the employee's partner; and
 - (iii) the employee has or will have a responsibility for the care of the child.
- b. Eligible Fixed-Term or Continuing employees may request an additional period of up to twelve (12) months of unpaid parental leave.
- c. Fixed-term or Continuing employees with less than twelve (12) months of continuous service as at the actual or anticipated birth date or day of placement of a child for adoption:
 - (i) who are the parent of, and will be the primary caregiver for, a newborn child; or
 - (ii) who will be the primary caregiver for an adopted child under sixteen (16) years of age who has not or will not have lived continuously with the employee for a period of at least six (6) months at the day of placement and is not (otherwise than because of the adoption) a child of the employee or the employee's partner, will be entitled to up to twenty-six (26) weeks of unpaid parental leave.
- d. Employees are entitled to access accrued annual leave and long service leave during periods of unpaid parental leave.
- e. Unpaid parental leave generally must be taken in a single continuous period.

Paid Parental Leave

45.3 Fixed-term or Continuing Employees

- a. Fixed-term or Continuing employees who have completed at least twelve (12) months of continuous service who:
 - (i) are the birth parent of, and will be the primary carer for, a newborn child; or
 - (ii) will be the primary caregiver for an adopted child under five (5) years of age who has not or will not have lived continuously with the employee for a period of at least six (6) months as at the day of placement and is not (otherwise than because of the adoption) a child of the employee or the employee's partner, will be entitled to a maximum of twenty-six (26) weeks

of paid parental leave subject to the eligibility criteria set out in clauses 45.3 to 45.6.

- b. Eligible Fixed-Term or Continuing employees may access the maximum twenty-six (26) weeks of paid parental leave, provided that such paid leave is taken within twelve (12) months of the birth of the child, under one of the options, as follows:
 - (i) twenty-six (26) weeks taken in a single continuous period, paid at 100% of base salary;
 - (ii) thirty-four (34) weeks taken in a single continuous period, paid at 75% of base salary;
 - (iii) fifty-two (52) weeks taken in a single continuous period, paid at 50% of base salary; or
 - (iv) an initial period of twelve (12) weeks, taken in a single continuous period, at 100% of base salary, and the remaining fourteen (14) weeks taken at such time/s as may be requested by the employee and approved by the University (such approval not to be unreasonably withheld).
- c. The University may approve an employee returning to duty during any period of leave taken in accordance with clause 45.3(b)(iv) above.
- d. The birth parent must commence paid parental leave:
 - (i) from the date of birth of the child, at the latest; or
 - (ii) within six (6) weeks before the expected date of birth of the child, at the earliest (unless otherwise agreed).
- e. Where an employee is seeking to take paid parental leave in relation to an adoption, the employee (who is taking on the primary carer role) must commence paid parental leave no later than the date of the placement of the child.

45.4 Paid Primary Carer Leave

- a. Fixed-term or Continuing employees who have completed twelve (12) months of continuous service and who:
 - (i) are the parent of a newborn child (including, but not limited to, a child born in a legal surrogacy arrangement) or a newly adopted child who is under the age of five (5) years, is not the child of the employee's partner and who has not lived continuously with the employee for a period of six (6) months or more;
 - (ii) are not eligible to access paid parental leave; and
 - (iii) will be the primary caregiver for the child, are eligible to access a maximum of twenty-six (26) weeks of paid primary carer leave (inclusive of the two weeks' paid partner leave) subject to the criteria set out in clause 45.4(b) below.
- b. Eligible Fixed-Term or Continuing employees may access up to twenty-six (26) weeks of paid primary carer leave, provided that:
 - (i) the overall quantum of paid leave will be reduced by any period of paid leave that the birth parent or adoptive parent receives from another employer;
 - (ii) the employee provides the University with evidence that they are the primary carer for any period of paid primary carer leave, such as a statutory declaration;
 - (iii) such leave commences not later than the date which is six (6) weeks after the birth or placement of the child;

- (iv) the leave is taken within twelve (12) months of the birth or placement of the child; and
 - (v) the quantum of Paid Primary Carer Leave will not be less than 14 weeks.
 - c. Eligible Fixed-term or Continuing employees who do not commence a period of paid primary carer leave within six (6) weeks of the date of birth or placement of the child will be entitled to a maximum of fourteen (14) weeks of paid primary carer leave upon provision to the University of evidence (for example, a statutory declaration) that they are the primary carer for any period of paid primary carer leave, and provided that such leave is taken within twelve (12) months of the birth or placement of the child. This fourteen (14) week entitlement is in addition to the two (2) weeks' paid partner leave which may be accessed concurrently in clause 45.5.
 - d. Employees eligible to access paid primary carer leave in accordance with this clause:
 - (i) must take an initial period of at least eight (8) weeks of this paid leave in a single continuous period at 100% of base salary; and
 - (ii) may take the remaining six (6) weeks of this paid leave at such time/s as may be requested by the employee and approved by the University (such approval not to be unreasonably withheld).
 - e. An employee who is eligible to access the full maximum entitlement of twenty-six (26) weeks of paid primary carer leave under clause 45.4(a) above may access that entitlement in accordance with the arrangements set out in clause 45.3(b) above.

45.5 Partner Leave

Fixed-term or Continuing employees with at least twelve (12) months continuous service, who are not primary carers, but do share the parenting responsibilities, are entitled to two (2) weeks of paid partner leave, provided that such leave is taken in the period one (1) week before and six (6) weeks after the date of birth or placement of the child, and can be taken in separate periods of at least one (1) day at a time.

45.6 Where Both Parents are Employees of the University

- a. If both members of an employee couple meet the eligibility requirements for paid parental leave or paid primary carer leave respectively, a maximum entitlement of twenty-eight (28) weeks of paid leave (inclusive of the two (2) weeks of paid partner leave which may be accessed concurrently in clause 45.5) may be shared between them, provided that the:
 - (i) employee couple's total parental leave period entitlement (paid and unpaid) does not exceed twenty-four (24) months;
 - (ii) paid leave is taken within a period of twelve (12) months from the date upon which parental leave is first commenced for the purpose of providing primary care to the newborn or adopted child;
 - (iii) up to a maximum of twenty-six 26 weeks of paid leave is accessed in accordance with clause 45.3(b); and
 - (iv) the two (2) weeks of paid partner leave is accessed in accordance with clause 45.5.
- b. With the exception of the two (2) weeks of paid partner leave as provided in clause 45.5, only one (1) member of the employee couple may access the paid leave set out in clause 45.6 at a time. That is, the paid leave cannot be taken by both members of the employee couple at the same time.
- c. The couple must commence paid parental leave in accordance with clause 45.3(d) or 45.3(e) (as applicable).

- d. Notwithstanding the provisions in clause 45.6 if either member of the employee couple has not completed at least twelve (12) months of continuous service with the University as at the actual or anticipated birth date or day of placement of a child for adoption, both members of the employee couple will be treated as individual employees in line with clauses 45.3, 45.4 and 45.5 above (as applicable).

45.7 Payment for Paid Parental Leave and Paid Primary Carer Leave

- a. The base rate of pay that will be applied during any term of paid parental leave taken by the employee will be determined by averaging the employee's worked service fraction for the twelve (12) months immediately prior to the commencement of the leave.
- b. No entitlement to paid or unpaid parental leave exists after the date that an employee's employment ceases with the University.

45.8 Pre-natal Leave

- a. A Fixed-Term or Continuing employee who has a confirmed pregnancy is entitled to up to 36.25 hours paid leave to attend appointment(s) directly related to their pregnancy.
- b. The employee may be required to provide medical certificate(s) or a statutory declaration confirming the pregnancy and attendance at the appointment(s).

45.9 Pre-adoption Leave

An individual employee who seeks to adopt a child may be entitled to two (2) days of unpaid pre-adoption leave to attend relevant interviews or examinations required in order to obtain approval for the employee's adoption of a child. Pre-adoption leave can be taken in a single, continuous period, or (by agreement) as separate periods of full or part days each.

45.10 Early Termination of Pregnancy

- a. Where the pregnancy of an employee terminates within twenty-eight (28) weeks of the expected birth date of the child other than by the birth of a living child, employees may use compassionate leave and accrued personal leave.
- b. The employee will also be entitled to unpaid special leave for the period a registered medical practitioner certifies as being necessary.

45.11 Second or Subsequent Child

Nothing in this clause prevents an employee from accessing parental leave in relation to the birth or adoption of a second or subsequent child, on the same conditions as set out in this clause, provided the employee is eligible for parental leave under this clause.

45.12 Return From Parental Leave

An employee is entitled to return to the position held immediately before taking parental leave, or if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

46. Transfer on Return from Parental Leave

- 46.1 Where an employee elects to return to work from a period of parental leave on a part-time basis and that request cannot be accommodated in the employee's substantive position or Organisational Unit, the employee may request to be transferred in accordance with this provision.
- 46.2 An employee may be transferred on either a temporary or a permanent basis. Where the employee is transferred on a temporary basis on return from parental leave, the transfer may be for a period up to the child's second (2nd) birthday.

- 46.3 To access a transfer pursuant to this clause, the employee must:
- a. provide the University with no less than six (6) weeks' written notice of their intention to return to work in a part-time capacity;
 - b. advise whether they are seeking transfer on a permanent or temporary basis;
 - c. advise their Supervisor of their intention to seek transfer; and
 - d. provide the University with a current resume.
- 46.4 The University will make reasonable attempts to find a suitable position for the employee on either a permanent or a temporary basis. The transfer search period will be for twenty-five (25) working days with consideration of the Christmas/New Year period where applicable. The transfer search period would ordinarily be completed prior to the employee returning to work, unless otherwise agreed.
- 46.5 The transferee will not be required to compete against external or internal applicants (other than employees who are being redeployed or transferred pursuant to this Agreement) in open competition. However, they will be required to meet the requirements of the position including selection criteria, or be capable of meeting those criteria within a three (3) month period.
- 46.6 The University will notify the employee of possible transfer opportunities. Alternatively, the employee may notify Human Resources of positions for which they wish to be considered.
- 46.7 In circumstances where the University is unable to transfer the employee and the request for part-time work arrangements cannot otherwise be accommodated, the employee will be expected to return to their substantive position. The employee can apply for flexible work in accordance with the relevant University policy.
- 46.8 On completion of a temporary transfer the employee will either return to their substantive position, or to a position at the same level with comparable responsibilities.

47. Long Service Leave

- 47.1 Full-time employees will accrue 1.3 weeks for each completed year of service, which they will be eligible to access after ten (10) years of continuous service.
- 47.2 Casual employees who have continuous service, in accordance with the relevant legislation, are entitled to pro-rata the full-time entitlement after ten (10) years of continuous service.
- 47.3 Employees will be entitled to take:
- a. One (1) to four (4) weeks leave on three (3) months' notice.
 - b. More than four (4) weeks' leave on six (6) months' notice.
- 47.4 A notice period may be waived by the Head of the Organisational Unit.
- 47.5 An employee may also apply to cash out an equivalent period of leave to the period of leave approved to be taken.
- 47.6 An employee may request to take their leave at half-pay subject to operational requirements.
- 47.7 Direction to take Long Service Leave:
- a. Where an employee has more than fifteen (15) weeks long service leave accrued, they may be directed to take up to four (4) weeks long service leave.
 - b. Where the University directs an employee to take long service leave, the Supervisor will:

- (i) discuss the timing of the leave with the employee allowing the employee, subject to operational requirements, an opportunity to take an appropriate amount of leave at a time convenient to the employee;
 - (ii) allow the employee to take leave in one or more blocks if the employee wishes to do so; and
 - (iii) provide the employee with reasonable notice of the leave to be taken.
- c. Where the University makes such a direction, the employee may request (and the University may agree) for part or all of the directed long service leave to be cashed out, except where an employee applies to cancel the leave and approval is granted by the University.

48. Leave Without Pay

An employee on Leave Without Pay in excess of three (3) months shall not accrue leave entitlements. Absence on a period of approved Leave Without Pay will not affect an employee's continuous service nor will it count towards the service period for the purposes of accrual of credits toward a Special Studies Program (or any replacement).

49. End of Year Closure

- 49.1 The University reserves the right to close campuses between Christmas Day and New Year's Day, subject to providing employees with three (3) months' notice.
- 49.2 The University may direct employees who have excess balances of annual leave and/or long service leave to utilise excess balances during the closure period, provided it does so in accordance with clause 40.5 and clause 47.7.
- 49.3 The University has the expectation that where notice of closure is provided, employees who are not required to maintain essential services, will utilise paid leave during any work days which fall within the closure period and retains the option to encourage employees to take such leave.
- 49.4 Employees who do not wish to apply for leave during this closure period are required to discuss with their Supervisor, at least four (4) weeks prior to the closure what duties are to be undertaken during this period.
- 49.5 Should an employee not have adequate paid leave available for this period, but wish to take paid leave, they should discuss options with their Supervisor which may include granting annual leave in advance.

50. Other Leave

50.1 Defence Forces Leave

- a. All employees are entitled to unpaid defence force leave.
- b. All employees, other than Casual employees, who are employed on a contract of employment for a period greater than one (1) year, or have cumulative continuous employment with the University for more than one (1) year, are deemed eligible for salary supplementation. Salary supplementation will be provided for a period of up to four (4) weeks per financial year. However, employees engaged in initial recruit training are eligible for salary supplementation for a period of up to five (5) weeks.

50.2 Community Service Leave

- a. Employees are entitled to unpaid leave for Community Service which includes:
 - (i) State Emergency Service;

- (ii) Queensland Ambulance Service;
 - (iii) Queensland Fire & Rescue Service;
 - (iv) Queensland Rescue;
 - (v) Volunteer Marine Rescue Association Queensland;
 - (vi) Australian Volunteer Coast Guard Association;
 - (vii) Red Cross; and
 - (viii) St John's Ambulance.
- b. Paid leave for employees (other than Casual employees) for jury duty and for other community service leave is in accordance with the relevant policy.

50.3 Special Paid or Unpaid Leave

- a. In cases of pressing necessity, employees may apply for special leave consistent with the provisions of the relevant University policy.
- b. Special leave is not generally provided as additional sick leave.
- c. Cases of pressing necessity may include but not be limited to:
- (i) personal or family circumstances where other leave options have been exhausted and there is still a pressing need;
 - (ii) an epidemic or pandemic as declared by the relevant public health authority in the local government area in which the employee works and/or resides, where an employee is unable to perform their duties under flexible arrangements because of personal infection or carer responsibilities of dependents; or
 - (iii) a declared emergency (cyclone, bushfire, flood) or other disaster as declared by the State or Australian Government where it is not practicable for the employee to attend another University site or perform their duties, where flexible work has been agreed.
- d. The entitlement to special leave is at the discretion of the University depending on the circumstances prevailing at the time.

50.4 Family and Domestic Violence Leave

- a. In accordance with the *Domestic and Family Violence Protection Act 2012* (Qld), domestic violence is the behaviour by a person (the first person) towards another person (the second person), with whom the first person is in a relevant relationship that: is physically or sexually abusive, is emotionally or psychologically abusive; is economically abusive; is threatening; is coercive; or in any other way controls or dominates the second person and causes the second person to fear for the second person's safety or wellbeing or that of someone else.
- b. In accordance with the Fair Work Act, all employees may access family and domestic violence leave.
- c. All employees affected by domestic violence (or family or domestic violence under the Fair Work Act) are entitled to up to fifteen (15) days paid leave.
- d. Any additional special paid or unpaid leave may be approved under clause 50.3 at the discretion of the University.
- e. The employee shall provide the University with notice as soon as reasonably practicable of their request to take leave under this clause.
- f. The University may require evidence that the leave is for the purpose set out in

clause 50.4(b). Such evidence may include:

- (i) evidence from the police;
 - (ii) evidence of a legal proceeding or a court report;
 - (iii) evidence from a doctor or other health practitioner;
 - (iv) a report from a counsellor;
 - (v) evidence from a domestic and family violence service; and/or
 - (vi) written advice or a statutory declaration from the employee.
- g. The University must take all reasonable measures to ensure that any personal information provided by the employee relating to the employee's experience of domestic violence (or family and domestic violence under the Fair Work Act) is kept confidential, subject to any obligations of disclosure under law.

50.5 Gender Affirmation Leave

- a. A Continuing or Fixed-term employee is entitled to twenty (20) days' paid leave per annum (non-cumulative) for the purpose of affirming their gender.
- b. Gender affirmation leave may be used for the purpose of attending medical appointments, recovering from medical procedures, attending to any legal matters, or any other activity related to an employee's gender affirmation.
- c. An employee may be required to provide such evidence as would satisfy the University that the leave is being used for the purpose intended by this clause. Such evidence may be a medical certificate from a treating practitioner, a letter from a legal practitioner, or a statutory declaration.
- d. This leave is provided in addition to any other leave that may be available to the employee. If an employee has used all of their paid leave the employee may apply for further unpaid leave. Such leave will not be unreasonably refused.

50.6 Reproductive Health and Wellbeing Leave

- a. For the purpose of this clause, reproductive health is defined as any condition relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services.
- b. A Continuing employee or Fixed-term employee, experiencing reproductive health issues is entitled to up to five (5) working days additional paid reproductive health and wellbeing leave per annum (non-cumulative) for the purposes of treatment and management of symptoms.
- c. All personal/carer's leave entitlements should be exhausted prior to the use of reproductive health and wellbeing leave.
- d. The employee shall provide notice as soon as reasonably practicable of their request to take leave under this clause.
- e. The University may require the employee to provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 50.6(a). Such evidence may include a document (including a medical certificate issued by a doctor or other treating health professional) or a statutory declaration.

50.7 Purchased Leave

Eligible employees may purchase additional leave in accordance with relevant University policy.

PART 6 – PERFORMANCE MANAGEMENT AND DISCIPLINARY MATTERS

51. Academic Employee Supervision

- 51.1 Each Academic employee shall have a nominated Supervisor and shall be advised in writing of the name and position of the nominated Supervisor within the employee's Organisational Unit.
- 51.2 The Academic Supervisor shall be the Head of the academic unit in which the Academic employee is employed, provided that the relevant Head of Organisational Unit, Executive Dean or Institute Director may delegate in writing another Academic employee classified at Level C or above to be the Academic Supervisor of one or more Academic employee or group of Academic employees. Appropriate Level B employees can also be approved as an Academic Supervisor in this way for a limited number of research or Professional employees, where the Level B Academic employee is:
- a. the relevant chief investigator or joint chief investigator;
 - b. responsible for post-doctoral research fellows working specifically with a researcher; or
 - c. responsible for the specific area of research activity within a larger research group.
- 51.3 Academic employees may request the nomination of an alternative Supervisor.
- 51.4 Nothing in this Agreement prevents the University from assigning an additional or alternative Supervisor for the purposes of undertaking or overseeing any University process.
- 51.5 Supervisors shall provide academic and administrative leadership and are responsible for monitoring the performance of Academic employees and for providing assistance to Academic employees whose performance is assessed as requiring improvement.
- 51.6 The Supervisor, if not already trained, shall within three (3) months of being nominated, receive appropriate training in Academic employee assessment techniques, University policies and the provisions of this Agreement.
- 51.7 Nothing in this clause prevents an Academic employee who is the Head of an Academic Organisational Unit which is not a sub-component of any larger Academic Organisational Unit (such a unit may be called a "Faculty", "Division" or similar title) being made directly responsible to the Provost, Deputy Vice-Chancellor (Research) or Deputy Vice-Chancellor (Academic), in which case the terms of clauses 51.1 to 51.6 shall have no application to the Academic employee.

52. Professional Employee Supervision

A Professional employee who is appointed wholly or mainly to supervise and be responsible for the work distribution of other employees on a continuing basis, will only be appointed to supervise Professional employees engaged at a HEW Level lower than theirs.

53. Decisions on Disciplinary Action or Termination of Employment

- 53.1 Where the University believes that Disciplinary Action is required to be taken for Misconduct, Serious Misconduct (including Research Misconduct) or Unsatisfactory Performance, the University will act in accordance with clauses 56 and 57 respectively.
- 53.2 All decisions to discipline or terminate the employment of an employee will be in

accordance with provisions as set out in this Agreement. Nothing in this Agreement precludes the University from pursuing cases of abandonment of employment.

- 53.3 The timelines referred in clauses 56, 57 and 58 may be varied by mutual agreement between the Relevant Senior Executive, the employee or their Representative.
- 53.4 This clause and clauses 56 and 57 will have no application to Casual employees.

54. Probation

- 54.1 An employee’s probation will be managed in accordance with relevant University policy. Probation entails setting and clarifying work performance expectations for employees new to a position as well as ensuring opportunities for support are provided in order that appropriate expectations can be met.
- 54.2 The length of the probationary period will be for a minimum of two (2) weeks or as otherwise prescribed below (whichever is greater):

Type of appointment	Probation period
Academic employees Fixed-term	Six (6) months where the contract is for one (1) year or more. Pro-rata where the contract is for less than one (1) year
Academic employees Continuing (Levels A – D)	Three (3) years (possibility to extend in accordance with policy)
Academic employees Continuing Level E	By Agreement (up to three [3] years)
Research (Contingent Funded) Employment	Where this is a second or subsequent contract in the same position no probation period will be applicable
Professional employees Fixed-term	Three (3) months where the contract is for one (1) year or more. Pro-rata where the contract is for less than one (1) year Possibility to extend in exceptional circumstances to a maximum of six (6) months
Professional employees Continuing	HEW Levels 1 to 7 – three (3) months with the possibility to extend in exceptional circumstances to six (6) months. HEW Levels 8 to 9 – six (6) months

- 54.3 For all employees other than Continuing Academic employees, where the employment is not confirmed during probation, employees will be entitled to two (2) weeks’ notice or payment in lieu.

55. Termination During Probationary Employment – Continuing Academic Employees

- 55.1 The University may terminate with notice a probationary Academic employee on the grounds that their performance in relation to the criteria set out in the relevant policy is not satisfactory and provided that:
- the Academic employee is serving a reasonable qualifying or probationary period determined and notified to the Academic in advance;

- b. the dismissal complies with the probation review and appeal procedures contained in the relevant policy; and
- c. notice of termination is given in writing.

55.2 The probation review referred to in the previous sub-clause is only used to assess the areas of Academic performance set out in the relevant policy.

55.3 A Continuing Academic employee terminated in accordance with clause 55 shall be entitled to:

- a. six (6) months notice;
- b. payment in lieu of notice; or
- c. procedural requirements specified in their contract of employment whichever is the greater.

55.4 If at any time during the operation of these procedures, the employee offers to resign with immediate effect, the resignation shall be accepted by the Relevant Senior Executive and the process will cease, subject to the University's governance and legislative requirements.

56. Misconduct / Serious Misconduct

56.1 Procedural Matters

- a. Employees subject to processes provided for under this clause will be given a copy of this clause together with the Notice of Allegations.
- b. When dealing with Misconduct and / or Serious Misconduct, a decision-maker must decide to their reasonable satisfaction based solely on the information before them, whether the employee has committed an act or acts of Misconduct and / or Serious Misconduct.
- c. Employees are entitled to be represented throughout proceedings under this clause by a nominated Representative.
- d. These processes will operate in accordance with the principles of natural justice and procedural fairness.
- e. If at any time during the operation of these processes the employee offers to resign with immediate effect, the resignation shall be accepted by the relevant Senior Executive and the Misconduct / Serious Misconduct proceedings shall cease immediately subject to any University governance or legislative requirements.
- f. It is in the interests of all parties that disciplinary processes are finalised in a timely manner.

56.2 Suspension

- a. If at any time the Chief Human Resources Officer is of the view that an employee's alleged conduct is such that it would be unreasonable and/or pose a risk for the University to continue the employee's attendance at work, the Chief Human Resources Officer may suspend the employee with or without pay and inform the employee in writing.
- b. Where suspension without pay occurs:
 - (i) the employee can draw on any annual leave or long service leave entitlements for the duration of the suspension without pay; and
 - (ii) the Chief Human Resources Officer may, at any time, direct that salary be paid on the grounds of hardship.

- c. During any period of suspension, the employee may be excluded from the University, provided that the employee will be permitted reasonable access to the University for the preparation of their response to the allegations against them and to collect personal property.
- d. If the employee is for any period suspended without pay, then, following the process required by this clause, if it is determined that the employee has not engaged in Misconduct or Serious Misconduct, the employee will be reimbursed any lost salary and entitlements.

56.3 Preliminary Management Action

- a. In determining whether a matter which may constitute Misconduct should be dealt with under this sub-clause, consultation must occur with the Chief Human Resources Officer or nominee.
- b. Other than in the case of allegations of Serious Misconduct or repeated Misconduct, the Head of the Organisational Unit (or nominee) may at an early stage take measures they consider practical and appropriate to resolve a matter (where the conduct at issue may or may not constitute Misconduct) in lieu of referring the matter to the Relevant Senior Executive. Such measures may include one or more of the following:
 - guidance and counselling;
 - a requirement to undertake appropriate development activities;
 - providing the employee with a written statement of expectations in relation to their conduct; or
 - giving the employee a written warning.

The provision of a written warning under this clause does not constitute a finding of Misconduct.

- c. A record of measures taken will be made and kept on the employee's file. This may include a statement from the employee in relation to the matter.

56.4 Referral of Possible Misconduct / Serious Misconduct to the Relevant Senior Executive

Where a matter is not or cannot be resolved in accordance with clause 56.3 the matter may be referred to the Relevant Senior Executive by the relevant Executive Dean/Institute Director/Head of Division. Nothing in this clause prevents the Chief Human Resources Officer (or nominee) from referring a matter directly to the Relevant Senior Executive, or prevents the Relevant Senior Executive from issuing allegations without a referral in accordance with this clause.

56.5 Notice of Allegations

Where the Relevant Senior Executive considers that there may be a possible case of Misconduct or Serious Misconduct, they will notify the employee of the allegations in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations, and to properly consider and respond to them.

56.6 Response to Notice of Allegations

The employee will have ten (10) working days after the date of receipt of the Notice of Allegations to submit a written response to the Relevant Senior Executive.

56.7 Relevant Senior Executive's Determination

- a. Within ten (10) working days after the date of receipt of the employee's response, the Relevant Senior Executive must form a view and advise the employee in writing, that either:

- (i) there has been no Misconduct or Serious Misconduct and as such that no further action is to be taken; or
 - (ii) the allegation(s) have been substantiated, resulting in a finding of Misconduct or Serious Misconduct, the reasons for the finding and the relevant Disciplinary Action to be imposed.
- b. The timeframe for response by the Relevant Senior Executive may be extended for a reasonable additional period where new information is presented to the Relevant Senior Executive that requires further consideration.
- c. The standard of proof by which the Relevant Senior Executive will determine the matter is whether, after evaluating the evidence presented, including the employee's response (if any), the Relevant Senior Executive is satisfied that the allegations against an employee have been proven. It is sufficient if a fact is proved to the reasonable satisfaction of the Relevant Senior Executive.
- d. Where the Disciplinary Action imposed by the Relevant Senior Executive is termination of employment, or where the Disciplinary Action imposed may result in financial hardship, the employee will be given five (5) working days after the date of receipt of the Relevant Senior Executive's determination to respond in writing. The Relevant Senior Executive will consider any response provided by the employee prior to making a final decision.

56.8 Committee of Review

If the employee does not accept the determination and/or Disciplinary Action (other than a decision to apply a Disciplinary Action of counselling, training or retraining or a written or formal warning), they may refer the matter through the Relevant Senior Executive to a Committee of Review in accordance with clause 58 of this Agreement.

56.9 Confidentiality

Proceedings pursuant to this clause are confidential and must not be disclosed outside of the University by the Relevant Senior Executive, the Vice-Chancellor and President, the employee or any other University employee. This clause does not prevent disclosure of information to any party's advisors or anyone who is required to be advised of that information, provided the recipients are also instructed to maintain similar confidentiality.

57. Unsatisfactory Performance

57.1 Procedural Matters

- a. In accordance with relevant University policy, a Supervisor will make reasonable efforts to resolve instances of diminished performance. Where a Supervisor has taken steps to improve the performance of the employee through use of the diminished performance measures provided in relevant policy and procedures without a demonstrable improvement in performance, the Supervisor shall advise the employee that the unsatisfactory performance process is being instigated.
- b. The employee must be provided with a copy of this clause and informed at each stage of the formal nature of the process. At any time during this process an employee may be represented by their Representative.

57.2 Unsatisfactory Performance Step One

- a. The Supervisor will have a discussion with the employee to identify:
 - (i) the performance issue(s) in question and the expectations of the position;
 - (ii) improvements required of the employee;
 - (iii) the timeframe for which improvements are required (the "Review Period") and provision for regular feedback during that period;

- (iv) the remedies to assist the employee to address the issue(s), including but not limited to ensuring the employee has had, or has access to appropriate training to ensure, to the extent relevant, that the expectations of the position can be met; and
- (v) the outcomes if the employee fails to improve the identified performance issue(s) within the timeframe outlined.

A summary of the matters raised should be recorded in writing. A copy of this summary should be given to the employee. The employee may reply to the summary and both the summary and any response will be kept on the employee's employee file.

- b. The Review Period will be:

Employee	Review Period
Academic employee	Ordinarily no less than six (6) months
Professional employee	Ordinarily no less than three (3) months

- c. The Review Period will be determined by the employee's Supervisor having regard to the matters set out in clauses 57.2(a) and 57.2(b). If the parties do not agree the matter will be referred to the Chief Human Resources Officer for determination of a reasonable Review Period.
- d. If after the expiration of the Review Period the employee's performance has:
- (i) Improved to the requisite level relevant to the expectations of the position, an appropriate file note will be made and provided to the employee. The employee will be required to maintain their performance for six (6) months from this date. If the employee's performance falls below the satisfactory standard, a review period will recommence.
 - (ii) Not improved to the requisite level relevant to the expectations of the position, the Supervisor will institute the processes provided for under Step Two of this clause, subject to any agreement in relation to alternative strategies pursuant to clause 57.2.(e) below.
- e. The Supervisor may discuss alternative strategies with the employee at any stage throughout Step One. A member of Human Resources must be present for the discussion(s). Alternative strategies may include, but are not limited to:
- (i) the transfer of the employee to another position at the same or lower classification;
 - (ii) execution of a pre-retirement contract of no more than twelve (12) months duration, with appropriate duties and classification level; and
 - (iii) arrangements and assistance to enable the employee to seek alternative employment outside of the University.

Any strategy developed in accordance with this clause must be mutually agreed in writing.

57.3 Unsatisfactory Performance Step Two – Report

- a. The Supervisor will provide a written report detailing the performance concerns and steps taken under this process to address the performance concerns. A copy of this report will be provided to the employee. The employee will have ten (10) working days after receipt of the report to respond in writing to the report. A copy of the report and the employee's response (if any) will be retained on the employee's file.
- b. The Head of the Organisational Unit in consultation with the Chief Human

Resources Officer (or nominee) will review the Supervisor's report together with any response by the employee, and determine whether any further steps should be taken by the Supervisor before progressing to Unsatisfactory Performance Step Three. Such steps may include the implementation of a further review period, if appropriate.

57.4 Unsatisfactory Performance Step Three – Referral and Decision

- a. Where the Head of the Organisational Unit is of the view that Step One has not produced the desired improvement in performance, they may make a referral to the Relevant Senior Executive that the performance of the employee is unsatisfactory.
- b. The referral will state clearly the aspects of performance seen as unsatisfactory and the attempts to remedy the problem and will provide any supporting material.
- c. A copy of the referral together with any supporting material will be provided to the employee by the Head of the Organisational Unit. The employee will have ten (10) working days after receipt of the referral to respond in writing to the referral. A copy of the referral and the employee's response, (if any) will be retained on the employee's file.

57.5 Unsatisfactory Performance – Disciplinary Action

- a. The Relevant Senior Executive must be satisfied that:
 - (i) appropriate steps have been taken to bring the employee's performance to their attention;
 - (ii) the employee was provided with an adequate opportunity to respond;
 - (iii) any response of the employee was taken into account; and
 - (iv) the employee had a reasonable opportunity to remedy their performance.
- b. The Relevant Senior Executive will advise the employee in writing what action will be taken, which may include but is not limited to:
 - (i) no further action;
 - (ii) recommendations for alternative strategies; or
 - (iii) Disciplinary Action.
- c. The Disciplinary Action that may be imposed under this process includes one, or more available actions as listed in clause 7.8.
- d. Where the Disciplinary Action proposed by the Relevant Senior Executive is termination of employment, or where the Disciplinary Action proposed may result in financial hardship, the employee will be given five (5) working days after the date of receipt of the Relevant Senior Executive's proposed determination to respond in writing. The Relevant Senior Executive will consider any response provided by the employee prior to making a final decision.

57.6 Committee of Review

If the employee does not accept the determination and/or Disciplinary Action (other than a decision to apply a Disciplinary Action of a formal warning), they may refer the matter through the relevant Senior Executive to a Committee of Review in accordance with clause 58 of this Agreement.

57.7 Termination Due to Unsatisfactory Performance

- a. Termination of employment as a result of unsatisfactory performance will be subject to the notice requirements in section 117 of the Fair Work Act or the notice period provided in the employee's Contract of Employment, whichever is greater. Payment in lieu of such notice may be provided.

- b. If at any time during the operation of these processes the employee offers to resign with immediate effect, the resignation shall be accepted by the Relevant Senior Executive and the proceedings will cease.

58. Committee of Review

- 58.1 Any referral to a Committee of Review must occur within five (5) working days of the employee receiving the Relevant Senior Executive's determination. The Committee will meet to deal with the matter, on the papers, as soon as practicable.
- 58.2 The Committee of Review shall comprise:
 - a. a Chair of the Committee, appointed by the Relevant Senior Executive and agreed between the Relevant Senior Executive and the members of the relevant Staff Consultative Committee other than those representing management;
 - b. an employee nominated by the Relevant Senior Executive; and
 - c. an employee nominated by the members of the relevant Staff Consultative Committee other than those representing management.
- 58.3 Each Committee member must be in a position to discharge their function as a member of the Committee free from actual or perceived conflict of interest.
- 58.4 The Committee will operate in accordance with the principles of natural justice.
- 58.5 An employee must provide any further written submissions to be considered by the Committee within five (5) working days after being notified of the composition of the Committee.
- 58.6 The University must provide any further written submissions to be considered by the Committee within five (5) working days after receipt of an employee's submission, or the passing of time referred to in clause 58.5.
- 58.7 Upon receipt of the documentation referred to at clauses 58.5 and 58.6, or on the passing of time provided for in 58.5 and 58.6 the Committee will:
 - a. Meet to consider the matter on the papers.
 - b. Determine by majority whether it is necessary to hear from the employee and or other witnesses concerned and/or a delegate of the University. Where the employee requests to be heard they will be heard. Where either the employee or a delegate of the University appears before the Committee, the other party will also be present and be provided an opportunity to respond.
 - c. Complete its deliberations and make its report, including reasons for its conclusions within twenty (20) working days, except where a longer period is recommended or agreed by the Chair.
 - d. Make its decision unanimously or by majority. A dissenting member of the Committee must record their dissenting decision with reasons.
 - e. The Committee will report to the Vice Chancellor and President on:
 - (i) whether it is satisfied that each of the facts or matters alleged has been proven;
 - (ii) whether the facts as proven constitute Misconduct/Serious Misconduct or Unsatisfactory Performance respectively, on the part of the employee;
 - (iii) whether, in the opinion of the Committee, there are any mitigating circumstances raised by the employee; and
 - (iv) its recommendation as to whether the Vice-Chancellor and President should

exercise any of their powers, including imposition of Disciplinary Action together with reasons for its findings.

58.8 Vice-Chancellor and President's Decision

- a. Upon receiving the report of the Committee of Review, the Vice-Chancellor and President:
 - (i) must have regard to the report, however is not bound by the report or its findings;
 - (ii) must take into account any mitigating factors set out in the report;
 - (iii) may, if they are satisfied that Misconduct/Serious Misconduct or Unsatisfactory Performance has occurred, determine to impose Disciplinary Action; and
 - (iv) shall advise the employee in writing of their decision, including the nature of any Disciplinary Action with reasons for the decision and any Disciplinary Action.
- b. The Vice-Chancellor and President's decision and actions taken pursuant to that decision will be final, except that nothing in this clause will be construed as excluding the jurisdiction of any court or tribunal.

58.9 Suspension During Review Process

Where the determination of the Relevant Senior Executive is termination of the employee's employment and the employee elects to have the matter considered by the Committee of Review, the employee will be suspended in accordance with clause 56.2. Suspension in this circumstance will be without pay.

59. Medical Conditions Affecting Performance

- 59.1 Where an employee's capacity to perform the duties of their position is in doubt, the Relevant Senior Executive may direct, in writing, the employee to undergo medical examination by a qualified medical practitioner(s) chosen by the University and engaged at the expense of the University. Where more than one consultation is required, it is not necessary for the Relevant Senior Executive to provide an employee with separate written requests for each examination.
- 59.2 The Relevant Senior Executive shall provide an employee with one (1) month's written notice (or less where agreed) that a medical examination is required. A copy of this clause and the relevant policy and procedures will be provided to the employee.
- 59.3 Where the employee makes an application to their superannuation fund for ill health retirement or temporary disability benefit prior to the medical examination(s), the employee cannot be required to attend a medical examination(s) in accordance with clause 59.1 or 59.4 until one of the following occurs:
 - a. for a member of UniSuper, QSuper, or other registered Superannuation Fund after the payment of the temporary disability benefit ceases;
 - b. for a member of The University of Queensland Superannuation Plan after two (2) years of receiving a disability benefit; or
 - c. the superannuation fund determines that the person is ineligible under the rules of the fund to receive a temporary disability benefit (this does not apply in circumstances where the employee is on sick leave but has not reached the expiry of the three (3) months qualifying period or such period of paid sick leave as the fund requires).
- 59.4 The Relevant Senior Executive may only direct an employee to attend a medical examination(s) where the capacity of the employee to perform their duties remains in doubt.

- 59.5 A copy of the medical report will be provided to the employee unless medical advice recommends otherwise. The medical report will remain the property of the University.
- 59.6 If the medical examination reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Relevant Senior Executive may:
- a. direct that a redeployment search commence for the employee either to a commensurate position at the same classification level or a position at a lower classification level with salary maintenance for three (3) months; or
 - b. terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or this Agreement.
 - c. prior to taking action to terminate the employment of an employee, the Relevant Senior Executive may offer the employee the opportunity to submit their resignation and, if such a resignation is offered, shall accept it and not proceed with action to terminate employment; or
 - d. if the University is unable to redeploy the employee the provisions of clause 67 apply.
- 59.7 Where an employee does not accept the findings of the medical report and where the employee has contrary medical evidence that they are either able to perform their duties, or likely to be able to resume their duties within a period of no more than twelve (12) months, they may request the report be confirmed by a panel. The panel shall consist of three (3) medical practitioners, one (1) of whom shall be appointed by the University, one (1) by the employee or by a person acting on their behalf, and one (1) by the President of the State Branch of the Australian Medical Association. The Panel shall not include the practitioner who made the initial report. Any request to convene the panel must be received from the employee or their nominated Representative as soon as practicable and no later than twenty (25) working days after the date of receipt of the medical report.
- 59.8 Where an employee or their Representative requests that a panel be convened, the Relevant Senior Executive shall suspend any redeployment search and shall not terminate the employee in accordance with this clause, until the findings of the panel are received.
- 59.9 The Relevant Senior Executive may construe failure by an employee to undergo a medical examination in accordance with these processes as prima facie evidence that such a medical examination would have found that the employee is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months. In this circumstance the Relevant Senior Executive may act accordingly, provided that such a refusal by an employee in these circumstances shall not constitute Misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 59.10 The provisions in this clause will not displace or over-ride any workers' compensation schemes or relevant legislation either State or Commonwealth.
- 59.11 **Subsidiary Matters**
- a. An employee who receives a temporary disability benefit from the superannuation fund shall not accrue leave entitlements during this period.
 - b. Where a superannuation fund determines an employee is permanently disabled, the University shall be entitled to consider that the employee's employment has ceased.
- 59.12 **Work Health and Safety Concerns**
- Nothing in this Agreement will restrict any right the University may have to direct an employee to attend a medical appointment where there are genuine work health and safety reasons for doing so.

60. Grievances

- 60.1 Grievances between employees will ordinarily be dealt with in accordance with relevant University policy.
- 60.2 In a situation where irreconcilable differences between two (2) employees affect work performance, employee well-being or efficiency, following reasonable attempts at reconciliation, the Chief Human Resources Officer and the employee(s) concerned may agree to a transfer of an employee. The transfer should be to an agreed position for which the transferring employee is reasonably qualified, at the employee's current substantive classification level and unless specifically agreed, should not require a change to the employee's base place of employment.

61. Employee Development and Career Planning

- 61.1 The University is committed to providing professional development opportunities to advance employee knowledge and skills and prepare them for assuming roles of increasing responsibility. Measures to achieve this include:
- a. facilitating secondment opportunities where possible;
 - b. advertising positions internally in the first instance, where recommended by University policy; and
 - c. the implementation of systematic and targeted employee development activities through its employee development program.
- 61.2 The parties to this Agreement are committed to employee development and career planning.

62. Supervisor Training

- 62.1 The supervision of employees is an important component of their working environment. The University expects employees with supervisory responsibilities to commence relevant training within three (3) months of commencement.
- 62.2 Supervisor training shall include:
- a. work health and safety responsibilities;
 - b. application of relevant employee performance processes, including the Annual Performance and Development process and Continuing Appointments and Promotions processes;
 - c. relevant operational processes and Supervisor-specific requirements;
 - d. training which includes equal opportunity and affirmative action policies and guidelines;
 - e. training on employee assessment techniques and the provisions of this Agreement; and
 - f. training on the University Code of Conduct and related integrity matters.
- 62.3 The Supervisor must undertake relevant training on assessment for the purposes of annual review prior to conducting any annual reviews of employees.

63. Enterprise Agreement Training

The University is committed to providing appropriate training to employees on the application and implementation of conditions and entitlements contained in this Agreement and the legal status of this Agreement.

64. Annual Performance and Development Process for Professional Employees

64.1 This clause applies to Continuing, Research-Funded and Fixed-term Professional employees with an appointment greater than one (1) year. Performance appraisal meetings will be conducted in accordance with relevant University policy.

64.2 The University acknowledges that:

- a. there is a need for effective support for Professional employees to achieve increased job satisfaction by enhancing the performance of their duties in their current positions and by preparation to move to positions with increased responsibilities;
- b. a structure of possible career paths should be available and the training and development to pursue those paths accessible; and
- c. performance appraisal is a key factor in achieving these goals.

64.3 The objectives of the Annual Performance and Development process are to:

- a. set expectations and plan performance goals that align with organisational and University priorities;
- b. provide feedback on performance for Professional employees;
- c. give assistance and guidance to any Professional employee whose performance is assessed as requiring improvement or is unsatisfactory; and
- d. identify employee development needs and ensure that employees have access to the specific courses/activities determined as necessary at the performance appraisal meeting.

64.4 **Incremental Progression**

- a. At the conclusion of each twelve (12) month period following the date of entry into a classification, and/or the subsequent anniversary date, full-time and part-time Professional employees shall be eligible for movement to the next highest salary point within their classification level, subject to clause 64.4(b).
- b. An employee who has, during the period, been absent in excess of three (3) months in aggregate, shall have the increment date and any resultant increase delayed by the period of absence.

65. Annual Performance and Development Process for Academic Employees

65.1 Criteria for Academic Performance are set out in the relevant University policy (as amended from time to time).

65.2 This clause is designed to provide a mechanism to assess performance and support the development of Academic employees. The main objectives of Academic employee supervision and the Annual Performance and Development process are to:

- a. identify and implement developmental/growth opportunities for Academic employees;
 - b. provide feedback and assistance to Academic employees, including those whose performance is assessed as requiring improvement; and
 - c. set expectations and plan performance goals that align with organisational and University priorities.
- 65.3 In accordance with relevant University policy, each Academic employee will meet with their Supervisor for the purposes of conducting a formal appraisal and Annual Performance and Development discussion.
- 65.4 The documentation used to support this process will facilitate consideration of achievements consistent with the expectations outlined in the Criteria for Academic Performance.
- 65.5 These documents/recommendations will be sighted and signed by the employee and submitted to the relevant University process at the appropriate time.
- 65.6 The outcomes of the appraisal will include one or more of the following:
- a. the Supervisor's assessment of progress of probationary employees;
 - b. the Supervisor's assessment of performance;
 - c. a personal and professional development plan, completed and agreed by the employee and their Supervisor. This document will remain confidential to the employee, the Supervisor and the Head of School / Organisational Unit;
 - d. the Supervisor's recommendation concerning incremental progression (where required); and/or
 - e. the Supervisor's recommendation in relation to mid-term and final review for Continuing appointment, or for promotion, or for Special Studies Program (or any replacement) as appropriate.

66. Career Development for Tutorial Fellows and Tutorial Assistants

- 66.1 The University's *Tutorial Fellows and Tutorial Assistants Policy* provides opportunities for Casual employees undertaking post-graduate studies to obtain more secure employment on the basis of merit. The University will use its best endeavours to ensure that relevant positions are advertised in an appropriate manner.
- 66.2 The University will provide Casual Academic employees with access to relevant training and career development courses in the employee development program.
- 66.3 Tutorial Assistants and Tutorial Fellows will be remunerated pro rata as Level A Academic employees and will work under the terms and conditions of their specific appointment.
- 66.4 The University will consult with the ASCC on the best means of providing teaching opportunities to postgraduate students that are Casual Academic employees.

PART 7 – CESSATION OF EMPLOYMENT AND CONSULTATION ON ORGANISATIONAL CHANGE

67. Termination of Employment

- 67.1 Other than termination in circumstances of Probation, Serious Misconduct or Unsatisfactory Performance, the written notice specified in clause 67.2 will apply:
- for employees who resign, other than Casual employees, except where a different period is specified in their contract of employment; or
 - for the University, except where a different period is specified in the employee's contract of employment.
- 67.2 The notice provided in this clause will apply provided that the statutory minimum contained in the Fair Work Act is met.

Academic Employee – Period of Appointment	Notice provided by Employee and University
Continuing Academic employee	Six (6) months
Fixed-term Academic employee for appointment of one (1) year or more duration	Six (6) months
Fixed-term Academic employee for appointment of less than one (1) year duration	One (1) month

Professional Employee - Period of Continuous Service	Notice provided by Employee and University
HEW Level 1 to HEW Level 5 (with less than three (3) years' service)	Two (2) weeks
HEW Level 1 to HEW Level 5 (with three (3) years or more, but less than four (4) years' service)	Three (3) weeks
HEW Level 1 to HEW Level 5 (with four (4) years or more service)	Four (4) weeks
HEW Level 6 to HEW Level 9	Four (4) weeks

- 67.3 Where a Professional employee has been employed continuously by the University for the preceding two (2) year period and is over the age of forty-five (45), they are entitled to one (1) week's additional notice from the University.
- 67.4 If an employee fails to give notice the University will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the notice period.
- 67.5 Where an employee provides notice, the University may agree to waive the employee's notice period and the employee will not be required to work out the balance of the notice period.
- 67.6 The University may provide payment in lieu of notice.

67.7 If salary is payable to an employee when the employee stops employment with the University, the wages will be paid to the employee no later than eighteen (18) days after the employment ceases. However, employees will be entitled to earlier payment in emergency situations at the request of the employee and approval by the Chief Human Resources Officer.

67.8 Fixed-Term Employees – Notice of Cessation

a. The University shall provide a Fixed-term employee written notice of the University’s intention to renew or not to renew employment with the employee upon the expiry of the contract. The notice period shall be the greater of either:

(i) Any entitlement to notice, of the University’s intention to renew employment or not upon expiry of the contract of employment, contained in the employee’s contract of employment; or

(ii)

Period of continuous service	Period of notice
Less than three (3) years	At least two (2) weeks.
Three (3) years or more but less than five (5) years	At least three (3) weeks.
Five (5) years or more	At least four (4) weeks.

b. In addition to the notice set out in the table above, an employee over the age of forty-five (45) years at the time of the giving of notice and with not less than two (2) years continuous service shall be entitled to an additional one (1) weeks’ notice.

c. Where because of unforeseen circumstances relating to the provision of income from sources external to the University, the University 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:

(i) advises the employee in writing of those circumstances by the latest time at which the notice would otherwise be required to be given, and

(ii) gives notice to the employee at the earliest practicable date thereafter.

67.9 Action on Completion of a Fixed-Term Contract

a. Where it is determined that the position will continue as a Fixed-term appointment, the University will offer the incumbent employee renewal in the position where:

(i) the duties of the position continue as they were at the date of expiry of the appointment;

(ii) the employee was initially appointed through a merit-based selection process; and

(iii) the new Fixed-term appointment is for two (2) years or less.

b. Where the new Fixed-term appointment pursuant to this clause is for a period of more than two (2) years the position may be:

(i) offered to the incumbent; or

(ii) advertised at the discretion of the University.

67.10 Fixed-Term Employees – Severance Pay

- a. A Fixed-term employee whose contract of employment is not renewed will be entitled to a severance payment if the employee:
 - (i) seeks to continue employment; and
 - (ii) is employed on a second or subsequent consecutive Fixed-term contract and the same or substantially similar duties are no longer required by the University; or
 - (iii) is employed on a Fixed-term contract but another person has been appointed, or is to be appointed, to the same or substantially similar duties.
- b. Where the University advises an employee in writing that further employment may be offered within six (6) weeks of the expiry of a period of Fixed-term employment, the severance payment may be deferred for a maximum period of four (4) weeks from the expiry of the period of Fixed-term employment.
- c. If the University obtains acceptable alternative employment for an employee who would otherwise have been entitled to a severance payment, then that employee is not entitled to a severance payment.
- d. Severance payments will be calculated for a period of continuous service in Fixed-term positions, as follows:

Period of continuous service in Fixed-term positions	Severance pay
Less than one (1) year	Nil
One (1) year or more but less than two (2) years	Four (4) weeks' pay
Two (2) years or more but less than three (3) years	Six (6) weeks' pay
Three (3) years or more but less than four (4) years	Seven (7) weeks' pay
Four (4) years or more	Eight (8) weeks' pay

- e. For the purpose of this clause, breaks between Fixed-term appointments of up to two (2) times per year and up to six (6) weeks on each occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.

68. Organisational Change and Job Security

- 68.1 The University may assess that Organisational Change is required for reasons such as, but not limited to, the following:
 - a. changes in the nature of the organisation of functions of a unit, or of significant work methods of the unit;
 - b. financial exigency or budget constraints;
 - c. changes in technology;
 - d. work that has been traditionally carried out is no longer needed; and / or
 - e. variation to the discipline or program mix in an academic unit.

To avoid doubt, this clause also applies to a change to employees' regular roster or ordinary hours of work. In circumstances where the University wants to change

employees' regular roster or ordinary hours of work, the University will consult about the impact of the change with relevant affected employee and consider any views given by the affected employees (including any possible impact in relation to their family or caring responsibilities) before making a final decision.

- 68.2 The provision of the greatest degree of job security for employees is important to the University and natural attrition is the preferred method of effecting change.
- 68.3 It is agreed that:
- a. Casual employment is a supplement to, and not a substitute for, the creation of Continuing and Fixed-term positions; and
 - b. compulsory redundancy is a last resort and is to be avoided if possible.
- 68.4 Where the proposed Organisational Change will not result in job loss, Consultation must occur with all affected employees, and if they so choose with their Representatives, and with the relevant Staff Consultative Committee. Consultation will include the provision of all relevant information including budgetary information.

69. Consultation in Relation to Major Organisational Change

- 69.1 The management of Major Organisational Change is enhanced by genuine Consultation between the University, the Union/s, and affected employees. Affected employees may be represented for the purposes of Consultation.
- 69.2 The University will ensure that the Major Organisational Change will not result in unreasonable workload for any employees.
- 69.3 The provisions in this clause do not apply:
- a. in relation to the expiry of a Fixed-term contract in accordance with its own terms;
 - b. when the relevant senior manager assesses that up to three (3) positions are identified as excess to requirements, provided that:
 - (i) in all circumstances, the University will consult with affected employees (and their nominated Representative where applicable) about the proposed change and allow them to provide feedback, which the University will consider before initiating the change;
 - (ii) this does not result in an unreasonable workload for other employees in the work area;
 - (iii) the employee has been advised of their option not to accept a Voluntary Redundancy Package (VRP) and has been provided with a copy of clause 69 of this Agreement; and
 - (iv) the employee or employees concerned agree to take a VRP.

In such cases the relevant Consultative Committee shall be notified of the position(s) which are excess to requirements and their Organisational Unit. The notification will occur within two (2) working days of the employee(s) accepting a VRP.
 - c. Where an employee agrees to be transferred to a position at the same classification with substantially the same duties within the University or in another University or higher education institution.
- 69.4 Where the proposed Major Organisational Change will result in Continuing positions being excess to requirements and redundancies, the following process will be followed, prior to a final decision to proceed with the change:
- a. **Proposal:** The relevant senior manager will circulate a change Proposal (Proposal)

to directly affected employees of the relevant Staff Consultative Committee and the Union.

- (i) The Proposal will provide adequate detail about the proposed change, including the following matters, to the extent possible:
 - **Justification** – covering the background to the proposed changes, their aim, the budget position and options for alternative solutions;
 - **Consultation**;
 - **Recommendations** – covering structural changes, proposed reductions in the number of employees, identification of what work is no longer required to be performed and what work will be transferred to other employees or new positions; and workload allocations;
 - **Implementation Plan** – including:
 - a timetable;
 - measures to avoid redundancy including voluntary separations, part-time appointments, redeployments and retraining, natural attrition, use of pre-retirement contracts, transfer of employees to like positions in the proposed structure;
 - measures to protect equity;
 - any impacts on workloads; and
 - the criteria for identifying employees to be retrenched, if such retrenchments become necessary.
 - **Risk Assessment/s** – on workplace health and safety risks.
- (ii) The relevant senior manager (or nominee) will provide opportunities for employees to discuss and provide feedback in relation to the Proposal during the Consultation period.
- (iii) Normally there will be a period of twenty (20) working days for Consultation with affected employees, unless an alternative period is agreed.
- (iv) The senior manager will give consideration to matters raised by employees during the Consultation period.
- (v) At the end of the initial Consultation period, the relevant Staff Consultative Committee may agree that the change proposed is reasonable and justified and allow referral to the Relevant Senior Executive for approval in accordance with clause 69.4(b)(vi) without undertaking the further Consultation required by clause 69.4(b)(i-v).

b. Final Proposal:

- (i) If, clause 69.4(a)(v) has not been enlivened and, after considering matters raised during Consultation, the relevant senior manager wishes to proceed with the Organisational Change, the University will issue a Final Proposal.
- (ii) Where feedback received during Consultation, including from the Staff Consultative Committee, suggests that amendments should be made to the Proposal, and those amendments are acceptable to the University, they will be included in the Final Proposal.
- (iii) The Final Proposal will be circulated to the directly affected employees, members of the relevant Staff Consultative Committee and the Union.
- (iv) The relevant Staff Consultative Committee will be provided with responses to the issues and suggestions raised during Consultation, and will consider

and provide meaningful advice as to whether the proposed Organisational Change is justified and reasonable, having regard to matters such as, whether or not:

- Consultation with employees has occurred;
- workload issues that they have previously identified have been addressed and proposed workloads are reasonable and equitable;
- the recommendations, including criteria for identifying employees to be retrenched are fair and reasonable; and
- the proposed implementation of the changes is reasonable and timely.

If the Staff Consultative Committees calls for modifications, these will be considered by the relevant senior manager.

- (v) At least ten (10) working days after the release of the Final Proposal, the Final Proposal together with feedback received from affected employees and the advice from the Relevant Staff Consultative Committee (if any) will be forwarded to the Relevant Senior Executive for consideration.
- (vi) The Relevant Senior Executive will, after due and proper consideration, reject or approve the Final Proposal for implementation.

69.5 Implementation of the Proposal

- a. Where the implementation of the Proposal results in job loss an employee who holds a Continuing position which has been identified as surplus to requirements may elect, within ten (10) working days of written notification, to:
 - (i) accept a VRP and leave the University at the earliest opportunity (taking into account operational requirements);
 - (ii) seek redeployment in accordance with clause 69.6; or
 - (iii) seek appointment on a part-time basis. The employee will be advised within ten (10) working days of making the election, whether a part-time appointment can be accommodated having regard to the operational requirements of the Organisational Unit.
- b. Where provided for in the Proposal, the University may offer employees in an affected area the opportunity to express interest in a VRP in which case the University will decide within ten (10) working days, which expressions of interest can be accepted, having regard to the operational requirements of the Organisational Unit, and will offer VRPs to the identified employees.
- c. An employee who accepts a VRP will receive the redundancy payment described in clause 69.7 or 69.8 and will leave the University at the earliest opportunity.
- d. An employee who holds a position which has been identified as surplus to requirements and who does not apply for a VRP, redeployment or part-time appointment, will be assumed to have sought redeployment under clause 69.6.

69.6 Redeployment

- a. An employee who holds a position which has been identified as surplus to requirements may elect to seek redeployment in accordance with the following provisions.
- b. The University will make reasonable attempts to find a suitable alternative position for the employee. The redeployment period will be for twenty-five (25) working days with consideration of the Christmas/New Year period where applicable.
- c. Redeployment will normally be to a position at the same classification level.

- d. An employee seeking redeployment will not be required to compete against external or internal applicants in open competition but will be required to meet the requirements of the position, including selection criteria, or be capable of meeting the requirements of the position, including selection criteria, within a three (3) month period.
- e. The University will notify the employee of possible redeployment opportunities. The employee should also notify Human Resources of positions for which they wish to be considered.
- f. The provisions of clause 69.5(a)(ii) and this clause 69.6 shall not apply in circumstances where it is clear that no viable opportunities are available or will become available in that time, given the person's discipline and area of expertise. In these circumstances the employee will be retrenched with immediate effect and paid the redundancy amounts specified in clause 69.7 or 69.8 plus an additional five (5) weeks' salary.
- g. Where an employee has sought redeployment and has not been successful, the employee and the relevant senior manager may agree the employee's cessation date. The employee may apply to take a period of their accrued annual leave or long service leave prior to the cessation date.
- h. Subject to operational requirements, an employee may request redeployment prior to the timelines set out in clause 69.5 at any stage of the process where it becomes apparent that the employee's position may become redundant. A request for redeployment under this clause will not be unreasonably refused.
- i. If a suitable alternative position is found, a trial period of three (3) months will be required. At the end of this period the relevant manager will review the trial with the employee and recommend to the Relevant Senior Executive that the employee be:
 - (i) confirmed in the position;
 - (ii) offered a VRP; or
 - (iii) retrenched and paid a redundancy payment.

The Relevant Senior Executive will decide and will take into account the views of the employee and the relevant manager.
- j. Employees who are unable to be redeployed will be paid a redundancy payment calculated in accordance with clause 69.7 or 69 on termination of their employment.
- k. The employee is redeployed to a position at a lower rate of pay than their former position, the employee will remain on the higher salary for a period of three (3) months except in circumstances where an employee is redeployed to a position two (2) or more classification levels below the position that was disestablished. In such circumstances, the employee will remain on the higher salary for a period of six (6) months. After this time pay will revert to the salary of the level of the lower position.
- l. Where redeployment to a lower-level position occurs the University will protect the employee's superannuation entitlements by continuing to pay the employer's superannuation contribution at the employee's previous classification salary rate and will also pay the difference between their employee's former contribution at the old salary level and the employee's contribution at the new salary level (after accounting for employer contributions and tax) for a maximum period of four (4) years. This arrangement will only apply where superannuation fund rules allow.

69.7 Redundancy Payment – Pay Calculation for Academic Employees

- a. This clause applies to Continuing Academic employees (full-time or part-time) and does not apply to employees appointed on a Casual, Research (Contingent Funded) or Fixed-term basis.

- b. An employee whose position is made redundant will be given a redundancy payment and will leave employment at the University at the earliest opportunity, nominated by the University.
- c. The redundancy payment will be an amount calculated in accordance with the method set out below, paid as a lump sum by the University and taxed according to the Australian Taxation Office requirements for redundancy payments.
- d. The employee will receive:
 - (i) notice in accordance with their contract of employment, or payment in lieu of all or part of the notice period;
 - (ii) retrenchment payment calculated as follows: twelve (12) months' pay (Less PAYG tax), plus

Severance payment (Less concessional tax)	Payment
Up to the completion of two (2) years	Four (4) weeks' pay
Two (2) years and up to the completion of three (3) years	Six (6) weeks' pay
Three (3) years and up to the completion of four (4) years	Seven (7) weeks' pay
Four (4) years and over	Eight (8) weeks' pay

- (iii) Pro-rata long service leave entitlements for employees with five (5) years or more service.

For the purposes of calculating service, casual service will not be counted. Where there has been a combination of full-time and fractional service then fractional service will be recalculated into full-time equivalent service and payment made at the full-time salary rate.

- e. Agreement will not be unreasonably withheld in circumstances where an employee requests to leave employment prior to the proposed cessation date. Where, pursuant to this clause, an employee leaves employment prior to the nominated cessation date, the remainder of their notice will be paid in lieu.
- f. Where an employee is redeployed into a Fixed-term position and the redeployment ceases as a result of the non-renewal of a Fixed-term contract by the University the employee will remain entitled to:
 - (i) the full amount of the redundancy payment (calculated as above) for a period of up to three (3) months after the initial redeployment; or
 - (ii) a redundancy payment (calculated as above) less the number of weeks paid under the Fixed-term contract/s after the three (3) month period, provided that long service leave shall be calculated as from the last date of actual employment with the University.

69.8 Redundancy Payment – Pay Calculation for Professional Employees

- a. This clause applies to Continuing employees (full-time or part-time) and does not apply to employees appointed on a Casual, Research (Contingent Funded) or Fixed-term basis.
- b. Employees who are retrenched or accept a VRP after the restructure proposal has

been approved by the Relevant Senior Executive will receive:

- (i) Two (2) weeks' pay for each year of continuous service subject to a minimum twelve (12) weeks payment and a maximum of sixty-four (64) weeks. Where there has been a combination of full-time and part-time service then part-time service will be converted to full-time equivalent service and payment made at the full-time rate. In calculating years of service, service as a Casual employee will not be included.
- (ii) Pro-rata long service leave entitlements for employees with five (5) years or more service.
- (iii) Notice calculated as follows, or pay in lieu of notice:

Employee's Period of Continuous Period of Service with the Employer	Notice	Over forty-five (45) years of age with two (2) years or more Continuous Service
Not more than one (1) year	One (1) week	
More than one (1) year but less than three (3) years	Two (2) weeks	Three (3) weeks
More than three (3) years but less than five (5) years	Three (3) weeks	Four (4) weeks
More than five (5) years	Four (4) weeks	Five (5) weeks

- c. Where an employee is redeployed into a Fixed-term position and the redeployment ceases as a result of the non-renewal of a Fixed-term contract by the University, the employee will remain entitled to:
 - (i) the full amount of the redundancy payment (calculated as above) for a period of up to three (3) months after the initial redeployment; or
 - (ii) a redundancy payment (calculated as above) less the number of weeks paid under the Fixed-term contract/s after the three (3) month period, provided that long service leave shall be calculated as from the last date of actual employment with the University.

69.9 Post Implementation Review

The relevant Staff Consultative Committee will undertake a review of the success of the restructuring at a suitable time after the restructuring has been put in place, generally between six (6) and nine (9) months. The outcome of the review will be referred to the Relevant Senior Executive.

70. Outsourcing

- 70.1 The University recognises that the use of contractors and third-party providers (including subsidiary or associated entities of the University) may prejudicially alter the job security of some employees covered by this Agreement.
- 70.2 Where a relevant senior manager decides that there is a possible need for outsourcing work to a third party or associated entity that is currently being performed by University employees, the University will initiate Consultation with affected employees and the relevant Union. Such Consultation will occur prior to any final decision by the University to take any steps to outsource the work.
- 70.3 The relevant senior manager will provide all relevant documentation and information on

the proposal including why it considers outsourcing to be necessary and shall consult in good faith about whether the work should be outsourced or whether there are other options that would minimise any possible impact on existing employees. The information to be provided will include relevant budget and financial information and other relevant information demonstrating the need to outsource the services in question subject to any requirements of commercial confidentiality.

- 70.4 The relevant senior manager will report to the relevant Staff Consultative Committee on the outcome of the Consultation process and the rationale for the decision made.
- 70.5 Where a decision to outsource will result in the redundancy of a number of positions in excess of those exemptions listed in clause 69.3, Consultation will occur in accordance with the provisions of clause 69.
- 70.6 Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short-term basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of Professional employees (e.g. training in the safe use of new equipment). In the case of an emergency or other unforeseen exigency the University will inform the relevant Staff Consultative Committee.
- 70.7 Nothing in this clause limits the right of the University to hold discussions with potential providers of outsourcing services or arrangements.

71. Use of Contractors

- 71.1 The University may engage contractors (as distinct from contracts for supply and installation) where:
- a. specific expertise is required; and
 - b. that expertise is not reasonably available within the University or not available to allow completion of the work within the required timeline;
 - c. that expertise could not reasonably be obtained by existing employees;
 - d. the nature of the work is considered to be outside the work parameters expected of employees; or
 - e. there is an emergency or unforeseen exigency.
- 71.2 Where appropriate, a lack of skills identified under this clause shall be targeted for inclusion in training/career development programs.
- 71.3 Consultation will take place between the University, affected employees and their Representatives should the University wish to employ contractors to perform work that is currently being undertaken by employees or might be performed by future University employees. Except in the case of an emergency, such Consultation will take place prior to the decision to contract out services.

PART 8 – OTHER

72. Stand Down

- 72.1 The University may stand down employees from their duties with or without pay when the University is unable to provide useful work within the employee's usual work area due to the postponement or cancellation of teaching or research activities arising from circumstances over which the University has no control, including but not limited to the following circumstances:

- a. a natural disaster;
 - b. a breakdown of equipment, if the employer cannot reasonably be held responsible for the breakdown;
 - c. enforceable government directions that restrict the performance of work in the employee's work area;
 - d. industrial action not organised by the University; or
 - e. where, as a result of the type of circumstances described above, the University deems itself closed to all non-essential employees.
- 72.2 This clause is intended to govern the whole of its subject matter and operates to the exclusion of any other provision (statutory or otherwise) which would otherwise enable employees to be stood down.
- 72.3 One (1) month prior to making any decision to stand down employees, the University will first consult with proposed affected employees and the Union.
- 72.4 Further, prior to any decision to stand down employees, the University will take all reasonable steps to avoid detrimental impacts of a stand down direction, including, but not limited to:
- a. a temporary change in work location, including remote work;
 - b. the allocation of alternative work or duties; and
 - c. a temporary change in work hours, which may include partial payment associated with any reduced hours offered.
- 72.5 Following the above steps, should the University determine to implement these stand down provisions, the University will provide affected employees with written notice that will include:
- a. the start date of the stand down;
 - b. whether employees will be paid or not paid during the period of stand down; and
 - c. what effect (if any) there will be on an employee's employment entitlements.
- 72.6 In a period of unpaid stand down, where the employee elects to maintain their own superannuation contributions, the University will continue to make full employer superannuation contributions.
- 72.7 Employees affected may elect to take annual or long service leave during any period of stand down.

73. Facilitation of Union Involvement

73.1 Union Activities

The University will:

- a. Facilitate reasonable involvement of employees acting as Union representatives in the enterprise bargaining process as part of normal duties and to resource this involvement at a reasonable level.
- b. In relation to discussions on employment conditions to support:
 - (i) the attendance of recognised Union workplace representatives at one (1) Union meeting per month by allowing such employees to be absent from duty without loss of salary for one (1) hour and fifteen (15) minutes on each occasion. When taken in conjunction with a lunch break, a two (2) hour

meeting without loss of salary is possible. This commitment is subject to the relevant Union providing the University with a list of the names of employees elected as workplace representatives and such named persons providing their relevant Supervisor with reasonable notice of their attendance at such meetings. The University will notify Supervisors of its commitment to facilitating Union involvement under this clause;

- (ii) employee attendance at four (4) Union meetings per calendar year. The University will allow employees to be absent from duty without loss of salary for one (1) hour and fifteen (15) minutes on each occasion. When taken in conjunction with a lunch break, a two (2) hour meeting without loss of a salary is possible. This commitment is subject to the provision of reasonable notice by the Union parties to this Agreement of an intent to call such a meeting in accordance with the relevant provisions of the Fair Work Act;
 - (iii) allow recognised Union workplace representatives to access up to five (5) days leave with pay for workplace relations training;
 - (iv) allow access of up to five (5) days leave with pay for elected officials to attend Union governance events; and
 - (v) allow employee access to Union workplace representatives during work hours to discuss any employment matter or seek Union advice, provided that such access does not affect service delivery and/or work requirements.
- c. A Union nominee to the ASCC or PSCC to be provided with reasonable time off during working hours to undertake their roles on the relevant committee.

73.2 Payroll Deductions

Unless otherwise advised by a relevant Union, the University will continue to provide payroll deduction facilities for employees to nominated Union accounts for the payment of Union membership fees by agreement in relation to process with the relevant Union. An administration fee of 5% of the deducted amount for providing the deduction will apply.

73.3 Facilities

The University will:

- a. allow Union workplace representatives and their Branch representatives to book rooms for meetings with University employees through the University's room booking systems at no cost subject to availability; and
- b. provide employee Union workplace representatives with occasional use of existing phone, email and filing facilities for the purpose of undertaking Union activities. Use of such facilities should be such that it does not affect service delivery and/or work requirements.

74. Continuity of Processes and Arrangements

- 74.1 Processes (including their applicable procedures) including but not limited to those relating to Misconduct/Serious Misconduct; Organisational Change, restructuring, unsatisfactory performance, medical conditions affecting performance, and classification of Professional employee positions that commenced prior to the approval by the FWC of this Agreement will continue in accordance with the procedures in place at the time of commencement of the relevant process.
- 74.2 This Agreement will not render void any local arrangement or agreement that was in place at the time of approval by the FWC except to the extent of any inconsistency with entitlements contained in this Agreement.

75. Transfer and Travel Between University Locations

75.1 The parties to this Agreement acknowledge that, due to the nature of University operations, some employee positions may involve working at more than one location, or to transfer between locations within Australia.

75.2 Travel

- a. Where it has been agreed with the Supervisor that travel for work purposes between a base location and another location is required, such travel will be provided by the University by the most cost-effective and practicable means. For Professional employees such travel time will be considered work time; for Academic employees it will be included in workload calculations.
- b. Where an employee is required to work at an alternative workplace, not designated as a normal place of employment in the offer of appointment, the employee would only be expected to work part of the day at the alternative location.
- c. Where a Professional employee is required to either commence work or cease work at a location other than a place of employment nominated in their employment contract, all time necessarily spent in travelling outside normal working hours in excess of thirty (30) minutes shall be deemed to be working time, paid at the ordinary rate for Professional employees.
- d. However, the employee may elect to work for the whole day at an alternative workplace and travel from and to their home at their own expense in their own time.

75.3 Transfer

- a. If an employee elects to transfer to another work location, a date and arrangements for the move will be agreed with the relevant Head of Organisational Unit. For employees required to travel from their existing home to the new place of work for longer than sixty (60) minutes by public transport, or a distance greater than fifty (50) kilometres, the University will pay reasonable relocation expenses in accordance with the guidelines for payment of relocation expenses listed in the relevant policy. The Head may also grant up to three (3) days special leave to move their household.
- b. Eligible employees will retain their entitlement to assistance with relocation expenses and paid special leave for two (2) years from the time they commence work at the new location. This allows employees to move their household at a time that best suits family or other commitments.

75.4 Alternatives to Transfer

If the employee is unable to continue in their existing position at the new workplace because it is not reasonably practicable to remain in their existing residence and commute to the new location the following options will be available:

- a. redeployment (which includes a commitment to retraining);
- b. voluntary redundancy; or
- c. retrenchment.

75.5 If it is reasonably practicable for an employee to remain in their existing residence and commute to the new location, but the employee does not wish to work there and the employee cannot be redeployed, the employment relationship will be terminated.

76. Pre-Retirement Arrangements

76.1 All employees with at least a 50% employment arrangement may apply, prior to retirement, for a flexible pre-retirement contract.

- 76.2 In accordance with relevant University policy, pre-retirement contracts may be entered into for a period of up to a maximum of five (5) years. Pre-retirement contracts may be extended in exceptional circumstances by agreement between the parties.
- 76.3 Subject to meeting operational requirements, no written request by an employee to enter into a pre-retirement contract, in accordance with this clause, will be unreasonably refused.

Signatories to The University of Queensland Enterprise Agreement 2021 - 2026

Signed for and behalf of the University of Queensland

Signature.....

Professor Deborah Terry AO

Title:.....

Address: The University of Queensland
St Lucia QLD 4072

In the presence of:

Signature.....

Print Name: Sarah Thomas

Signed for and behalf of the National Tertiary Education Union

Signature.....

Title: Dr Damien Cahill

General Secretary

Address: National Tertiary Education Union
120 Clarendon Street
South Melbourne Vic 3205

In the presence of:

Signature.....

Print Name: Renee Veal

Signed for and behalf of Together

Signature.....

Title:.....

Address: Together

Level 4, 43 Peel Street

South Brisbane QLD 4101

In the presence of:

Signature.....

Print

Name:.....

SCHEDULE 1 – POLICIES

- Academic Annual Performance and Development Policy
- Academic Categories Policy
- Alcohol and Other Drugs
- Asbestos Management Policy
- Communications and Public Comment using The University of Queensland's Name
- Confirmation and Promotions (Academic Staff) Policy
- Conflict of Interest
- Consultancy, Secondary Employment and Internal Work
- Criteria for Academic Performance Policy
- Diminished Performance and Unsatisfactory Performance Policy
- Diversity, Equity and Inclusive Behaviours Policy
- Executive and Professional Staff Annual Performance and Development Policy
- Flexible Work Policy
- Freedom of Speech and Academic Freedom Policy
- Health, Safety and Wellness Policy
- Industry Fellow Policy
- Intellectual Property Policy
- Leave Entitlements Policy
- Medical Conditions Affecting Performance Policy
- Mentoring
- Purchased Leave
- Recruitment, Selection and Appointment Policy
- Salary Loadings and Performance Payments Policy
- Special Studies Program Policy
- Staff Assistance Services
- Staff Code of Conduct
- Staff Development Policy
- Staff Grievance Resolution Policy
- Staff Movement Policy
- Study Assistance Scheme for Professional Staff Policy
- Supervisory Organisational Structure Policy
- Transfer and Travel between University Locations Policy
- Tutorial Fellows and Tutorial Assistants Policy
- University Travel Management Policy
- Volunteers Policy
- Work and Expense-Related Allowances for Professional Staff Policy
- Workers' Compensation and Rehabilitation Policy
- Workload Allocation for Academic Staff Policy

SCHEDULE 2 – ACADEMIC LEVEL DESCRIPTIONS

1. Introduction

- 1.1 Minimum standards for levels of Academic employees, other than a Casual employee, are differentiated by level of complexity, degree of autonomy, leadership requirements of the position, and level of achievement of the Academic employee. The responsibilities of Academic employees may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements, and/or to individual employee development.
- 1.2 An Academic employee appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the Academic is appointed or promoted. In addition, an Academic employee may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.
- 1.3 Minimum Standards for Academic Levels will not be used as a basis for claims for reclassification.

2. Definitions

For the purposes of this schedule:

- 2.1 “**Program**” means the study set for a particular award at the University.
- 2.2 “**Course**” means a discrete portion of a program with a distinct name and code and offered with an individual unit value.

3. Teaching and Research Academic Employees

3.1 Level A

- a. A Level A Academic employee will work with the support and guidance from a more senior Academic employee, and is expected to develop expertise in teaching and research with an increasing degree of autonomy. A Level A Academic employee will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- b. A Level A Academic employee will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the employee, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake limited administration primarily relating to their teaching and research activities at the institution. The most complex areas of course coordination should not be carried out by a Level A Academic employee and development of course material will be carried out with guidance from more senior Academic employees. The contribution to teaching of Level A Academic employees will be primarily at undergraduate and graduate diploma level.

3.2 Level B

- a. A Level B Academic employee will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching, a Level B Academic employee will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other employees, as appropriate to the discipline.

- b. A Level B Academic employee will normally contribute to teaching at undergraduate, honours, and postgraduate levels, including initiating and developing course material, engaging in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

3.3 Level C

- a. A Level C Academic employee will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions which expand knowledge or practice in their discipline.
- b. A Level C Academic employee will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an Organisational Unit or an interdisciplinary area at undergraduate, honours, and postgraduate levels. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession/discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

3.4 Level D

- a. A Level D Academic employee will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an Organisational Unit, including a large Organisational Unit or interdisciplinary area.
- b. A Level D Academic employee will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

3.5 Level E

- a. A Level E Academic employee will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.
- b. A Level E Academic employee will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E Academic employee will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

4. Research Academic Employees (Inclusive of Creative Disciplines)

4.1 Level A

- a. A Level A research Academic employee will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

- b. A Level A research Academic employee will normally work under the supervision of Academic employees at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research Academic employee may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

4.2 Level B

- a. A Level B research Academic employee will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.
- b. A Level B research Academic employee will carry out independent and/or team research. A Level B research Academic employee may supervise postgraduate research students or projects and be involved in research training.

4.3 Level C

- a. A Level C research Academic employee will make independent and original contributions to research, which have a significant impact on their field of expertise.
- b. The work of the research Academic employee will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.
- c. A Level C research Academic employee will provide leadership in research, including research training and supervision.

4.4 Level D

- a. A Level D research Academic employee will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.
- b. A Level D research Academic employee will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

4.5 Level E

- a. A Level E research Academic employee will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which are demonstrated by sustained and distinguished performance.
- b. A Level E research Academic employee will provide leadership in their field of research within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

SCHEDULE 3 – ACADEMIC EMPLOYEE SALARIES

Salary increases will occur in the first available full pay period following the date/s specified below.

		Successful Ballot	31-Jan-24	31-July-24	31-Jan-25	31-July-25	31-Jan-26
Level	Scale						
E	0101	\$200,200.63	\$204,204.64	\$208,288.73	\$212,454.50	\$216,703.59	\$221,037.66
D	0404	\$171,441.34	\$174,870.17	\$178,367.57	\$181,934.92	\$185,573.62	\$189,285.09
	0304	\$166,212.46	\$169,536.71	\$172,927.44	\$176,385.99	\$179,913.71	\$183,511.98
	0204	\$160,982.95	\$164,202.61	\$167,486.66	\$170,836.39	\$174,253.12	\$177,738.18
	0104	\$155,754.09	\$158,869.17	\$162,046.55	\$165,287.48	\$168,593.23	\$171,965.09
C	0606	\$149,217.97	\$152,202.33	\$155,246.38	\$158,351.30	\$161,518.33	\$164,748.70
	0506	\$145,296.95	\$148,202.89	\$151,166.95	\$154,190.29	\$157,274.09	\$160,419.57
	0406	\$141,375.91	\$144,203.43	\$147,087.50	\$150,029.25	\$153,029.83	\$156,090.43
	0306	\$137,452.92	\$140,201.98	\$143,006.02	\$145,866.14	\$148,783.46	\$151,759.13
	0206	\$133,531.92	\$136,202.56	\$138,926.61	\$141,705.14	\$144,539.24	\$147,430.02
	0106	\$129,609.64	\$132,201.83	\$134,845.87	\$137,542.79	\$140,293.64	\$143,099.52
B	0606	\$125,687.99	\$128,201.75	\$130,765.78	\$133,381.10	\$136,048.72	\$138,769.70
	0506	\$121,766.27	\$124,201.60	\$126,685.63	\$129,219.34	\$131,803.73	\$134,439.80
	0406	\$117,844.65	\$120,201.54	\$122,605.57	\$125,057.68	\$127,558.83	\$130,110.01
	0306	\$113,922.98	\$116,201.44	\$118,525.47	\$120,895.98	\$123,313.90	\$125,780.18
	0206	\$110,001.27	\$112,201.30	\$114,445.32	\$116,734.23	\$119,068.91	\$121,450.29
	0106	\$106,079.67	\$108,201.26	\$110,365.29	\$112,572.59	\$114,824.05	\$117,120.53
A	0808	\$100,926.59	\$102,945.12	\$105,004.02	\$107,104.10	\$109,246.18	\$111,431.10
	0708	\$97,656.65	\$99,609.78	\$101,601.98	\$103,634.02	\$105,706.70	\$107,820.83
	0608*	\$94,385.64	\$96,273.35	\$98,198.82	\$100,162.80	\$102,166.05	\$104,209.37
	0508	\$91,116.53	\$92,938.86	\$94,797.64	\$96,693.59	\$98,627.46	\$100,600.01
	0408	\$87,846.14	\$89,603.06	\$91,395.12	\$93,223.02	\$95,087.48	\$96,989.23
	0308	\$83,820.76	\$85,497.18	\$87,207.12	\$88,951.26	\$90,730.29	\$92,544.89
	0208	\$79,796.63	\$81,392.56	\$83,020.41	\$84,680.82	\$86,374.44	\$88,101.93
	0108	\$75,808.68	\$77,324.85	\$78,871.35	\$80,448.78	\$82,057.75	\$83,698.91

Rate per Annum		Successful Ballot	31-Jan-24	31-July-24	31-Jan-25	31-July-25	31-Jan-26
Classification	Scale						
Tutorial Fellow (half-time)	0808	\$50,463.30	\$51,472.56	\$52,502.01	\$53,552.05	\$54,623.09	\$55,715.56
	0708	\$48,828.33	\$49,804.89	\$50,800.99	\$51,817.01	\$52,853.35	\$53,910.42
	0608*	\$47,192.82	\$48,136.68	\$49,099.41	\$50,081.40	\$51,083.03	\$52,104.69
	0508	\$45,558.27	\$46,469.43	\$47,398.82	\$48,346.80	\$49,313.73	\$50,300.01
	0408	\$43,923.07	\$44,801.53	\$45,697.56	\$46,611.51	\$47,543.74	\$48,494.62
	0308	\$41,910.38	\$42,748.59	\$43,603.56	\$44,475.63	\$45,365.14	\$46,272.45
	0208	\$39,898.32	\$40,696.28	\$41,510.21	\$42,340.41	\$43,187.22	\$44,050.96
	0108	\$37,904.34	\$38,662.43	\$39,435.68	\$40,224.39	\$41,028.88	\$41,849.45

* Any Level A Academic employee required to carry out full course coordination duties as part of their normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point.

Rate per Annum		Successful Ballot	31-Jan-24	31-July-24	31-Jan-25	31-July-25	31-Jan-26
Classification	Scale						
Tutorial Assistant (Honours or equivalent quarter-time)	0808	\$25,231.65	\$25,736.28	\$26,251.01	\$26,776.03	\$27,311.55	\$27,857.78
	0708	\$24,414.16	\$24,902.45	\$25,400.49	\$25,908.50	\$26,426.67	\$26,955.21
	0608*	\$23,596.41	\$24,068.34	\$24,549.70	\$25,040.70	\$25,541.51	\$26,052.34
	0508	\$22,779.13	\$23,234.72	\$23,699.41	\$24,173.40	\$24,656.87	\$25,150.00
	0408	\$21,961.54	\$22,400.77	\$22,848.78	\$23,305.76	\$23,771.87	\$24,247.31
	0308	\$20,955.19	\$21,374.29	\$21,801.78	\$22,237.82	\$22,682.57	\$23,136.22
	0208	\$19,949.16	\$20,348.14	\$20,755.10	\$21,170.21	\$21,593.61	\$22,025.48
	0108	\$18,952.17	\$19,331.21	\$19,717.84	\$20,112.19	\$20,514.44	\$20,924.73
Tutorial Assistant (less than Honours)	0101	\$16,879.90	\$17,217.50	\$17,561.85	\$17,913.09	\$18,271.35	\$18,636.78

Academic Employee Salaries – Loadings

Rate per Annum	31-Jan-24	31-Jul-24	31-Jan-25	31-Jul-25	31-Jan-26
Professorial Merit Loading	\$27,545.21	\$28,096.12	\$28,658.04	\$29,231.20	\$29,815.82
Clinical Loading	\$35,083.22	\$35,784.88	\$36,500.58	\$37,230.59	\$37,975.20
Para-clinical Loading	\$23,416.30	\$23,884.63	\$24,362.32	\$24,849.57	\$25,346.56
Pre-Clinical Loading	\$17,567.86	\$17,919.21	\$18,277.60	\$18,643.15	\$19,016.01
Dental Loading	\$17,567.86	\$17,919.21	\$18,277.60	\$18,643.15	\$19,016.01

SCHEDULE 4 – DUTIES AND PAY CALCULATION OF CASUAL ACADEMIC EMPLOYEES

1. Casual Academic Employees

- 1.1 The University shall have systems in place which reasonably ensure that Casual employees are being paid for all time worked pursuant to the terms of this Agreement and their contract of employment.
- 1.2 When offering Casual employment, the work allocation will be clarified and confirmed in writing, normally before commencing work.

2. Casual Employee Pay Rates

The rates of payment for Casual employees are derived from three (3) base rates calculated using the following formulae:

a. **Base Rate 1**

Calculated using the second step of the full-time Level A Scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus 25% Casual pay loading.

b. **Base Rate 2**

Calculated using the sixth step of the full-time Level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus 25% Casual pay loading.

c. **Base Rate 3**

Calculated using the second step of the full-time rate Level B scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus 25% Casual pay loading.

3. Definition of the Categories and Duties of Casual Academic Employees

- 3.1 A Casual Academic employee required to deliver academic work described herein, will be paid a minimum engagement per activity as set out below.
- 3.2 "Minimum engagement" reflects the time required to undertake duties directly associated with the particular activity and must allow reasonable time for preparation and student consultation directly related to the specific activity, and directly-associated and contemporaneous marking.
- 3.3 "Directly-associated and contemporaneous marking" included in the minimum engagement does not include bulk or course-wide marking of general assignments. Such marking will not exceed the minimum engagement, allowing also (where relevant) reasonable time for preparation and student consultation.
- 3.4 The directly associated duties such as student consultation and marking cannot be "banked" and directed to be worked at other times by the University. An employee required to undertake student consultation or marking that is not directly associated with a particular teaching activity will be paid for that work at the other required academic activity rate.
- 3.5 The minimum engagement is the starting point for the remuneration for the work to be undertaken. If further time is required, any approved additional hours required to undertake the work will be paid in addition to the minimum engagement period.
- 3.6 A lecture/seminar or tutorial/workshop may be face-to-face teaching or equivalent delivery through different modes.

4. Minimum Engagement and Pay Rates for Casual Academic Duties

a. **Course Coordination**

Any Casual Academic employee who is required to undertake course coordination duties normally undertaken by another employee will be employed as a bona fide replacement employee under clause 10.19(c) covering their academic work for at least the duration which they are required to perform those duties.

A Casual Academic employee shall not normally undertake course coordination duties, save for in exceptional circumstances. Where a Casual Academic employee undertakes course coordination duties, they will be paid, at a minimum, at Base Rate 2.

b. **PhD**

Casual Academic employees who have been awarded a PhD which is relevant to the material being delivered will be paid at a minimum Base Rate 2.

c. **Casual Lectures/Seminars**

A Casual Academic employee required to deliver a lecture or seminar shall be paid for each hour of delivery, and two (2) hours for direct non-contact duties as set out below.

(i) **Lecture/Seminar:**

Delivery of a lecture/seminar and associated activities

Minimum engagement period per hour of delivery – three (3) hours (payable at Base Rate 3)

(ii) **Repeat Lecture/Seminar:**

A repeat lecture/seminar applies to a second or subsequent delivery of substantially the same lecture/seminar in the same course matter, normally within a period of seven (7) days.

Minimum engagement period per hour of delivery – two (2) hours (payable at Base Rate 3)

(iii) **Guest/Developed Lecture:**

A lecture/seminar requiring higher level development, and/or preparation of associated information and materials.

Minimum engagement period per hour of delivery – four (4) hours (payable at Base Rate 3)

(iv) **Specialised Lecture**

A lecture provided by a visiting distinguished scholar or expert or a specialised lecture by a nationally recognised expert in a particular field.

Minimum engagement period per hour of delivery – five (5) hours (payable at Base Rate 3)

d. **Casual Tutorials/Workshops**

A Casual Academic employee required to deliver or present a tutorial/workshop (or equivalent delivery through other than face-to-face teaching mode) shall be paid a minimum engagement per hour of delivery as set out below.

(i) **Tutorial/Workshop:**

Minimum engagement period per hour of delivery – three (3) hours (payable at Base rate 1, unless Base Rate 2 is applicable (refer to clause 4(b) of this Schedule).

(ii) **Repeat Tutorial/Workshop:**

A repeat tutorial/workshop applies to a second or subsequent delivery of substantially the same tutorial/workshop in the same course matter, normally within a period of seven (7) days.

Minimum engagement period per hour of delivery – two (2) hours (payable at Base Rate 1, unless Base Rate 2 is applicable).

e. **Casual Marking**

A Casual Academic employee required to undertake marking will be paid at the appropriate rate for each hour of marking (there is no minimum engagement per occasion) according to one of the following categories:

(i) **Standard Marking**

Base Rate 1, unless Base Rate 2 is applicable (refer to clause 4(b) of this Schedule)

(ii) **Marking as Supervising Examiner**

Marking as a supervising examiner or marking requiring a significant exercise of academic judgment appropriate to an Academic at Level B – Base Rate 3.

f. **Music Accompanying**

"Music accompanying" means the provision of music accompaniment to one or more students or employees in the course of teaching by another Academic employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

A Casual Academic employee for music accompanying with directly associated non- contact duties (in the nature of preparation) shall be paid the following rate:

Minimum engagement period per hour of delivery – two (2) hours (payable at Base Rate 1, unless Base Rate 2 is applicable as per clause 4(b) of this Schedule).

g. **Undergraduate Clinical Nurse Education**

A Casual Academic employee required to provide undergraduate clinical nurse education, including non-contact duties in the nature of preparation, student consultation and directly associated and contemporaneous marking shall be paid at the following rate:

Minimum engagement of 1.5 hours per hour of delivery (payable at Base Rate 1, unless Base Rate 2 is applicable as per clause 4(b) of this Schedule).

h. **Other Required Academic Activities**

"Other required academic activities" includes (but is not limited to) work of the kind listed below that the University, requires the Casual Academic employee to perform:

- the conduct of practical classes, demonstrations, student field excursions;

- the conduct of clinical sessions other than clinical nurse education (such session will be payable at Base Rate 2);
- the conduct of performance or visual art studio sessions;
- facilitation of a class activity not requiring the development of materials;
- musical coaching, repititeurship, musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with course coordination, or planning and coordination of a sequence of lectures or tutorial sessions;
- consultation with students;
- supervision;
- attendance at departmental and/or faculty meetings as required;
- attendance at induction sessions;
- undertaking of training as required;
- moderating a discussion forum, being available for student consultation online or in person, being available for consultation/assistance on a specific activity such as a simulation and where no preparation or follow-up is required outside of paid time; and
- attendance at, or involvement in, other academic activities as directed by their Supervisor.

A Casual Academic employee required to undertake any other required academic activities will be paid Base Rate 1, unless Base Rate 2 is applicable (refer to clause 4(b) of this Schedule), for each hour of such activities.

SCHEDULE 5 – CLASSIFICATION STRUCTURE AND JOB DESCRIPTORS FOR PROFESSIONAL EMPLOYEES

1. Definitions

1.1 Supervision

1.1.1 Close Supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

1.1.2 Routine Supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures; guidance on the approach to non-standard circumstances is provided by a Supervisor. Checking is selective rather than constant.

1.1.3 General Direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks, and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

1.1.4 Broad Direction

Direction is provided in terms of objectives which may require the planning of staff, time, and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

1.2 Qualifications – Within the Australian Qualifications Framework

1.2.1 Year 12

Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

1.2.2 Trade Certificate

Completion of an apprenticeship, normally of four (4) years' duration, or equivalent recognition, e.g. Certificate III.

1.2.3 Post-Trade Certificate

A course of study over and above a trade certificate and less than a Certificate IV.

1.2.4 Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

1.2.5 Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

1.2.6 Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two (2) year part-time post-Year 12 or post-trade certificate course.

1.2.7 Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two (2) years' full-time post-Year 12 study.

1.2.8 Advanced Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three (3) years' full-time post-Year 12 study.

1.2.9 Degree

A recognised degree from a higher education institution, often completed in three (3) or four (4) years, and sometimes combined with a one (1) year diploma.

1.2.10 Postgraduate Degree

A recognised postgraduate degree, over and above a degree as defined above.

Note

Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

1.3 Classification Dimensions

1.3.1 Training Level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

1.3.2 Occupational Equivalent

Examples of occupations typically falling within each classification level.

1.3.3 Level of Supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

1.3.4 Task Level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

1.3.5 Organisational Knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

1.3.6 Judgment, Independence and Problem Solving

- a. Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining

or selecting the appropriate course of action where alternative courses of action are available.

- b. This dimension looks at how much of each of these three (3) qualities applies at each classification level.

1.3.7 Typical Activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

2. Higher Education Worker Level 1

2.1 Training Level or Qualifications

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

2.1.2 Employees engaged at the base of this level will be provided with structured on-the-job training in addition to up to thirty-eight (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 opportunity practices, and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

2.2 Occupational Equivalent

Cleaner, labourer, trainee for HEW Level 2 duties.

2.3 Level of Supervision

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

2.4 Task Level

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

2.5 Organisational Knowledge

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

2.6 Judgment, 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.

2.7 Typical Activities

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

3. Higher Education Worker Level 2

3.1 Training Level or Qualifications

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

- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

3.2 Occupational Equivalent

Administrative assistant, security patrol officer.

3.3 Level of Supervision

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

3.4 Task Level

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

3.5 Organisational Knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other employees which are 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.

3.6 Judgment, Independence and Problem Solving

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

3.6.2 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.

3.7 Typical Activities

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

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

4. Higher Education Worker Level 3

4.1 Training Level or Qualifications

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

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

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

4.2 Occupational Equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

4.3 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 employees may be required.

4.4 Task Level

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

4.5 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.

4.6 Judgment, Independence and Problem Solving

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

4.7 Typical Activities

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

4.7.2 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.

4.7.3 In administrative positions, perform a range of administrative support tasks including:

- a. Standard use of a range of desk-top based programs e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student, or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables, and basic graphics.
- b. Provide general administrative support to other employees including setting up meetings, answering straightforward enquiries and directing others to the appropriate personnel.
- c. Process accounts for payment.

4.7.4 Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

5. Higher Education Worker Level 4

5.1 Training Level or Qualifications

HEW Level 4 duties typically require a skill level which assumes and requires knowledge

or training equivalent to:

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

5.2 Occupational Equivalent

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

5.3 Level of Supervision

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

5.3.2 May supervise or coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

5.4 Task Level

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

5.5 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.

5.6 Judgment, Independence and Problem Solving

5.6.1 In trades positions, extensive diagnostic skills.

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

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

5.7 Typical Activities

5.7.1 In Trades Positions:

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

5.7.2 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.

5.7.3 In Library Technician Positions:

- Undertake copy cataloguing.
- Use a range of bibliographic databases.
- Undertake acquisitions.
- Respond to reference inquiries.

5.7.4 In Administrative Positions:

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

6. Higher Education Worker Level 5

6.1 Training Level or Qualifications

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

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

6.2 Occupational Equivalent

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

6.3 Level of Supervision

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

6.4 Task Level

Apply body of broad technical knowledge and experience at a more advanced level than HEW 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.

6.5 Organisational Knowledge

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

6.6 Judgment, Independence and Problem Solving

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

6.7 Typical Activities

6.7.1 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.

6.7.2 In library technician positions, perform at a higher level than HEW 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 employee in an out-posted service.

6.7.3 In administrative positions:

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

6.7.4 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.

7. Higher Education Worker Level 6

7.1 Training Level or Qualifications

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

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

7.2 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.

7.3 Level of Supervision

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

7.4 Task Level

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

7.5 Organisational Knowledge

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

7.6 Judgment, 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.

7.7 Typical Activities

7.7.1 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.

7.7.2 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.

7.7.3 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.

8. Higher Education Worker Level 7

8.1 Training Level or Qualifications

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

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

8.2 Occupational Equivalent

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

8.3 Level of Supervision

Broad direction. May manage other employees including administrative, technical and/or Professional employees.

8.4 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.

8.5 Organisational Knowledge

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

8.6 Judgment, Independence and Problem Solving

8.7 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.

8.8 Typical Activities

- 8.8.1** In a library, combine specialist expertise and responsibilities for managing a library function.
- 8.8.2** In student services, the training and supervision of other Professional employees combined with policy development responsibilities which may include research and publication.
- 8.8.3** In technical manager positions, the management of teaching and research facilities for a department or school.
- 8.8.4** In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

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

9. Higher Education Worker Level 8

9.1 Training Level or Qualifications

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

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

9.2 Occupational Equivalent

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

9.3 Level of Supervision

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

9.4 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.

9.5 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.

9.6 Judgment, Independence and Problem Solving

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

9.7 Typical Activities

- 9.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 9.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- 9.7.3 Manage a small or specialised unit where significant innovation, initiative, and/or judgment are required.
- 9.7.4 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.

10. Higher Education Worker Level 9

10.1 Training Level or Qualifications

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

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

10.2 Occupational Equivalent

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

10.3 Level of Supervision

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

10.4 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.

10.5 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.

10.6 Judgment, Independence and Problem Solving

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

10.7 Typical Activities

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

10.7.2 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.

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

10.7.4 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.

SCHEDULE 5A – HOURS OF WORK FOR PROFESSIONAL EMPLOYEES

1. Table 1A

Hours of Work – HEW Levels 1 to 7 Occupational Categories – Full-Time and Part-Time Employees

- 1.1 Arrangements to vary working hours made pursuant to or in compliance with any previous industrial instrument, where the arrangements are still in operation at the commencement of the Agreement, shall remain in force.
- 1.2 Table 1A below sets out the standard arrangements within which hours of work are determined for full-time and part-time employees. These standards will operate unless varied as per this Agreement.
- 1.3 For the purposes of this Agreement, the “Professional Services” Occupational Category includes but is not limited to lawyers, architects, veterinary nurses and any other profession that does not otherwise fit within the specified occupational categories below:

Occupational category	Standard spread of hours worked for full-time and part-time		Notice required from the University to change commencing and ceasing times within standard spread of hours in column 2	Standard hours work arrangements Maximum hours per day for full-time and part-time employees	Maximum hours per week or per work cycle for full-time and part-time employees
Administration	Monday to Friday	8am to 7pm The University will as far as possible take into account family and carer responsibilities of employees if requiring an employee to work prior to 8am and after 6pm.	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Security	Monday to Friday	8am to 6pm	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).

Occupational category	Standard spread of hours worked for full-time and part-time		Notice required from the University to change commencing and ceasing times within standard spread of hours in column 2	Standard hours work arrangements Maximum hours per day for full-time and part-time employees	Maximum hours per week or per work cycle for full-time and part-time employees
Trades & Services Technical & Scientific	Monday to Friday	7am to 6pm	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Professional Services Cleaners	Monday to Friday	6am to 6pm	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Library Information Technology	Open span over no more than five (5) consecutive days.	Open span	At least one (1) week's notice	Standard hours excluding meal breaks: 8 hours per day.	Standard hours excluding meal breaks: 145 hours per four (4) week cycle.
Research	Open span over no more than five (5) consecutive days.	Open span	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Marketing (Student Recruitment / Promotion)	Open span	6am to 10pm	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).

Occupational category	Standard spread of hours worked for full-time and part-time		Notice required from the University to change commencing and ceasing times within standard spread of hours in column 2	Standard hours work arrangements Maximum hours per day for full-time and part-time employees	Maximum hours per week or per work cycle for full-time and part-time employees
Gardeners/ Grounds	Monday to Friday	6am to 5pm	At least one (1) week's notice	Standard hours excluding meal breaks: Full-time employees may work a maximum of 7.25 hours per day. Part-time employees may work a maximum of 8 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Examination supervisors	Monday to Saturday	7am to 9pm	At least one (1) week's notice	Standard hours excluding meal breaks: 8 hours per day.	Standard hours excluding meal breaks: 72.5 hours per fortnight.
Graduation attendants	Open span	10am to 10pm	At least one (1) week's notice	Standard hours excluding meal breaks: 12 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
Open day/Expo Uni display attendants	Open span	6am to 10pm	At least one (1) week's notice	Standard hours excluding meal breaks: 12 hours per day.	Standard hours excluding meal breaks: Full-time and Part-time employees may work 36.25 hours per week (72.5 hours per fortnight).
UniSafe Escorts	Open span	Noon to 11pm	At least one (1) week's notice	Standard hours excluding meal breaks: 8 hours per day.	Standard hours excluding meal breaks: 72.5 hours per fortnight.
Animal and crop attendants	Open span	5am to 10pm.	At least one (1) weeks' notice	Standard hours excluding meal breaks: 8 hours per day.	Standard hours excluding meal breaks: 72.5 hours per fortnight.
Student vacation program attendants	Open span	Open span	At least one (1) week's notice	Standard hours excluding meal breaks: 12 hours per day.	Standard hours excluding meal breaks: 72.5 hours per fortnight.
UQ Centre hospitality and function attendants					

Occupational category	Standard spread of hours worked for full-time and part-time		Notice required from the University to change commencing and ceasing times within standard spread of hours in column 2	Standard hours work arrangements Maximum hours per day for full-time and part-time employees	Maximum hours per week or per work cycle for full-time and part-time employees
Field Work (excluding employees at or above HEW Level 8)	Open span	Open span	At least one (1) week's notice	Standard hours excluding meal breaks: 12 hours per day.	Standard hours excluding meal breaks: 145 hours per four (4) week cycle.

2. Table 1B

Hours of Work – HEW Level 8 and Above Occupational Categories – Full and Part-Time Employees

2.1 Except as otherwise specified in this Agreement, there are no fixed span of hours for employees at these levels and there is no requirement for recording ordinary hours worked.

2.2 Table 1B below sets out the standard arrangements for employees at HEW Level 8 and above

Occupational category	Standard spread of hours for full-time and part-time employees		Hours per week or per work cycle for full-time and part-time employees
All HEW Level 8 and above employees	Open span	Open span	36 hours 15 minutes per week (72 hours 30 minutes per fortnight)

3. Table 2

Hours of Work – Casual Professional Employees (HEW Level 1 - 9)

Occupational category	Standard spread of hours for Casual employees		Notice required from the University to change commencing and ceasing times	Maximum hours per day and per week for all Casual employees other than security employees working a rotating shift roster
Administration Trades & Services Technical & Scientific Professional Services Gardeners/Grounds Cleaners	Monday to Friday	Open span	Reasonable notice from the University	Standard hours excluding meal breaks: Maximum of 7.25 hours per day or the standard work day applicable in the work area. Maximum of 36.25 hours per week.
Library Information Technology Research	Open span over no more than five (5) consecutive days	Open span	Reasonable notice from the University	As above

Occupational category	Standard spread of hours for Casual employees		Notice required from the University to change commencing and ceasing times	Maximum hours per day and per week for all Casual employees other than security employees working a rotating shift roster
Marketing (Student Recruitment/Promotion) Graduation attendants Open day/Expo Uni display attendants UniSafe Escorts Animal and crop attendants Student vacation program attendants UQ Centre hospitality and function attendants Field Work	Open span	Open span	Reasonable notice from the University	As above
Examination supervisors	Open span with the exception of Sunday	Open span	Reasonable notice from the University	As above

4. Table 3

Changes to the Standard Spread of Hours, Maximum Hours per Work Cycle and Maximum Number of Hours Worked Per Day.

- 5.1 Arrangements to vary working hours made pursuant to any previous industrial instrument, where the arrangements are still in operation at the commencement of this Agreement, shall remain in force.

Occupational category All occupational categories listed in Table 1 (excluding employees at or above HEW Level 8 and Casual employees)	Changes to the standard spread of hours initiated by employees including weekend work	Changes to the standard spread of hours initiated by the University	Changes to the maximum hours per work cycle	Changes to the maximum number of hours per day (of up to ten (10) hours subject to the requirements of the National Employment Standards in the Fair Work Act as amended from time to time)
Initiation of Change	Changes may be initiated by one or more employees. Any changes will only be undertaken where there is mutual agreement between the employees and the Supervisor.	The University may require employees to be rostered outside the standard spread of hours, prescribed in Table 1 due to operational requirements. In these circumstances the ordinary hours of work may be varied to reflect operational needs. The University will not seek to utilise these provisions unreasonably.	Changes may be initiated by one (1) or more employees or by a Supervisor or head of an Organisational Unit.	Changes may be initiated by one (1) or more employees or by a Supervisor or head of an Organisational Unit.

Occupational category All occupational categories listed in Table 1 (excluding employees at or above HEW Level 8 and Casual employees)	Changes to the standard spread of hours initiated by employees including weekend work	Changes to the standard spread of hours initiated by the University	Changes to the maximum hours per work cycle	Changes to the maximum number of hours per day (of up to ten (10) hours subject to the requirements of the National Employment Standards in the Fair Work Act as amended from time to time)
Exclusions	Not applicable	Procedures for variation do not apply to any roster or proposed change of roster for categories of employee where the proposed change is within the existing hours of work as prescribed in this Agreement.	Not applicable	Not applicable
Documentation of Change	Such agreements shall be documented and forwarded to Human Resources. The failure to document such arrangements shall not render any time worked outside the spread of hours as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates	Variation of the ordinary hours of work is subject to consultation with employees (and their nominated Representative where chosen) including, but not limited to family responsibilities, safety, travel arrangements and alternative operational requirements. The PSCC will be informed of any such arrangements.	Such agreements shall be documented and forwarded to Human Resources. The failure to document such arrangements shall not render any time worked outside maximum hours per work cycle as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates.	Such agreements shall be documented and forwarded to Human Resources. The failure to document such arrangements shall not render any time worked outside the maximum number per day as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates.
Payment of additional Penalty Rates	Not applicable.	(a) A penalty rate of 20% will apply to all ordinary hours worked outside the standard spread of hours. (b) Weekend penalty rates for ordinary time shall be in accordance with clause 35.7. (c) If the proposal is for work performed beyond 10.15pm these employees will be designated as “shiftworkers” for the purposes of this roster and paid accordingly.	Not applicable.	Not applicable.

5. Table 4A

On Call Allowances

- 5.1 On-call arrangements occur where an employee is required outside of their ordinary or rostered working hours to be contactable and on-call to perform work, either at the workplace or elsewhere.
- 5.2 Ordinarily employees will not be required to be on-call for more than 14 days in a 4 week period unless otherwise agreed in writing. The times during which employees are required to be on-call will usually be specified at least one week in advance. Where a week's notice is not provided, employees may reject a request to be on call.
- 5.3 Recall to duty will be in accordance with clause 35.7(e). However, where only remote dial-in is required, an employee will be paid for a minimum of 30 minutes for their first on-call response on any day. Employees at HEW Level 1 to 7 will receive payment at the prescribed overtime rate and employees employed at HEW Level 8 and above will receive payment at their ordinary rate of pay.

Occupational category All occupational categories listed in Table 1A except as provided for below in this table and in table 5, below	Whole of rostered day off or public holiday	Night of rostered day off, accrued day off or public holiday	Any other night
Where an employee is instructed to be available on call outside ordinary or rostered working hours	95% of the minimum hourly rate for a HEW Level 5.1 employee per day	60% of the minimum hourly rate for a HEW Level 5.1 employee per night	47.5% of the minimum hourly rate for a HEW Level 5.1 employee per night
Where an employee is recalled or advice required	95% of the minimum hourly rate for a HEW Level 5.1 employee per day	60% of the minimum hourly rate for a HEW Level 5.1 employee per night	47.5% of the minimum hourly rate for a HEW Level 5.1 employee per night
Property and Facilities Division	The existing arrangements at the date of commencement of this Agreement in respect of call out arrangements for Properties & Facilities shall apply		

6. Table 4B

On Call Allowances – Information Technology Services Division and Information Technology Employees Employed by the Library

Occupational category Employees employed by the central IT Division	24 hours covered on a rostered day off or public holiday	12 hour coverage on a rostered day off or public holidays	All night coverage of a normal work day	Coverage until 10pm of a normal work day
Where an employee is instructed to be available on call outside ordinary or rostered working hours	100% of the minimum hourly rate for a HEW Level 7.1 employee per day	75% of the minimum hourly rate for a HEW Level 7.1 employee per day	60% of the minimum hourly rate for a HEW Level 7.1 employee per day	47.5% of the minimum hourly rate for a HEW Level 7.1 employee per day
Where an employee not formally on-call is recalled or advice required	100% of the minimum hourly rate for a HEW Level 7.1 employee per day	75% of the minimum hourly rate for a HEW Level 7.1 employee per day	60% of the minimum hourly rate for a HEW Level 7.1 employee per day	47.5% of the minimum hourly rate for a HEW Level 7.1 employee per day

7. Table 5

Hours of Work - Shiftworkers

- 7.1 The hours of work for shiftworkers are set out in Table 5.
- 7.2 Except where expressly provided Hours of Work – Shiftwork, does not apply to any employee employed at or above HEW Level 8.
- 7.3 A “shiftworker” means an employee who is required to undertake shift work in accordance with a shift roster, including an employee, working the same shift from week to week without rotation pursuant to a shift roster by approval.
- 7.4 An employee who is a shiftworker under this clause is a shiftworker for the purposes of the National Employment Standards.
- 7.5 This clause applies to security employees who work a rostered shift arrangement. The University, relevant employees, and where they so choose their Representatives, may consider introducing shiftwork into other areas in which case the provisions of this clause shall apply.
- 7.6 Employees engaged on a seven (7) day continuous roster, will be entitled to 13 RDOs per five (5) week roster cycle or such other equivalent off-duty periods agreed between the University and the employee. This will include two (2) weekends free of duty every five (5) weeks.
- 7.7 A seven (7) day continuous shiftworker will be entitled to a 30 minute paid crib break. Crib breaks will be taken between the commencement of the fourth hour and the completion of the sixth hour of a shift at such time as will not interfere with the continuity of work.

Shift type	Commencement and ceasing of shift	Hours of work	Spread of hours over days	Shift allowance – all employees (other than Security Employees)	Shift allowance – Security Employees
Day shift	Shift worked between 6am and 5pm	36.25 hour week or maximum 181.25 hours over five weeks	Up to 35 days over 5 weeks (253.75 hours)	No allowance	See clause 35.3
		7.25 hours per day, maximum 8 hours and 5 minutes per day or up to 12 hours by agreement	Up to 35 days over 5 weeks (253.75 hours)	No allowance.	See clause 35.3
Afternoon shift	Shift commencing at or after midday and finishing at or before midnight	36.25 hour week or maximum 181.25 hours over 5 weeks	Up to 35 days over 5 weeks (253.75 hours)	15% for each shift worked (except for weekend shift work).	See clause 35.3
		7.25 hours per day, maximum 8 hours and 5 mins per day or up to 12 hours by agreement	Up to 35 days over 5 weeks (253.75 hours)	15% for each shift worked (except for weekend shift work)	See clause 35.3
Night shift	Shift extending beyond midnight	36.25 hour week or maximum 181.25 hours over 5weeks	Up to 35 days over 5 weeks (253.75 hours)	15% for each shift worked (except for weekend shift work)	See clause 35.3

Shift type	Commencement and ceasing of shift	Hours of work	Spread of hours over days	Shift allowance – all employees (other than Security Employees)	Shift allowance – Security Employees
				All time worked between midnight Friday and midnight during an ordinary shift will be paid a weekend shift allowance of 50%	
		7.25 hours per day, maximum 8 hours 5 mins per day or up to 12 hours by agreement	Up to 35 days over 5 weeks (253.75 hours)	15% for each shift worked (except for weekend shift work) All time worked between midnight Friday and midnight during an ordinary shift will be paid a weekend shift allowance of 50%	See clause 35.3

7.8 Shift Allowances - Security

- 7.8.1** Employees who work the five (5)-week, seven (7)-day continuous rotating roster cycle in operation at the commencement of this Agreement will be paid a shift allowance of 10% for each shift worked. Eligible Casual employees who work this roster will receive the 10% loading on the base rate not the Casual loaded rate.
- 7.8.2** Employees who do not work the roster specified in 7.8.1 above at the commencement of the Agreement will be entitled to the shift allowances specified in Table 7 above.
- 7.8.3** All time worked between midnight Friday and midnight Sunday during an ordinary shift will be paid at ordinary rates plus a weekend shift penalty of 50%, provided that an employee employed in accordance with a clause [insert above] will receive a 50% weekend shift penalty for a maximum of 26 weekends (52 shifts) in any 12 month period. Any additional weekend shifts worked within the roster by such security officers, in excess of 52 weekend shifts in any one (1) year, will be paid at ordinary rates.

7.9 Shift Rosters

- 7.9.1** All shift rosters will specify the commencing and finishing time of ordinary hours of work of each employee and may be spread over a maximum cycle of five (5) weeks, or such other cycle as agreed with the employees affected.
- 7.9.2** Except in the case of emergency, shift rosters will be changed after Consultation between the University and the employees affected by the change. Employees may be represented for the purposes of Consultation. In undertaking Consultation the University will provide information about the change to directly affected employees, invite the directly affected employees to give their views about the impact of the change (including in relation to family and caring responsibilities) and consider those views. At least 14 days will be allowed for that Consultation.
- 7.9.3** Shift rosters shall be designed having regard to:
 - (a) the University's need for operational efficiency and effectiveness;
 - (b) workplace health and safety requirements; and
 - (c) family responsibilities.
- 7.9.4** An employee may voluntarily exchange duties and hours of work with another employee with the University's approval. If they do so, the following conditions apply:

(a) overtime payments, shift and meal allowances will not be payable for any period by which those exchanged hours of work exceed of an employee's ordinary working hours, unless such payment would have been made to the employee under the original roster; and

(b) no employee will be permitted to work two consecutive shifts.

7.9.5 Employees will be entitled to a minimum period of ten (10) hours' break between rosters unless otherwise provided.

7.10 Consecutive Shifts

7.10.1 Except where overtime is worked, a shiftworker who rotates from one (1) shift to another:

- (a) for the purpose of changing shift rosters; or
- (b) where another shiftworker does not report for duty,

will, unless released from duty for eight (8) consecutive hours upon the completion of the shift, be paid double the prevailing rates until released from duty (and absent from work) for eight (8) consecutive hours. The shiftworker will be entitled to be absent without loss of pay for ordinary working time occurring during such absence.

7.11 Seasonal Shiftwork

7.11.1 Shiftwork may be implemented on a seasonal basis. In those circumstances, shiftwork arrangements will operate for the period nominated by the University to meet seasonal demand.

SCHEDULE 6 – PROFESSIONAL EMPLOYEE SALARIES

Salaries for Professional employees (excluding security superintendents, Customs House and other catering employees).

Salary rates payable from the first available full pay period after the date specified below:

Rate Per Annum	Successful Ballot	31 Jan 24	31 July 24	31 Jan 25	31 July 25	31 Jan 26
Salary Level						
Professional Level 01 inc 01	\$56,224.72	\$57,349.21	\$58,496.19	\$59,666.11	\$60,859.43	\$62,076.62
Professional Level 01 inc 02	\$57,354.80	\$58,501.90	\$59,671.93	\$60,865.37	\$62,082.68	\$63,324.33
Professional Level 01 inc 03	\$58,480.93	\$59,650.55	\$60,843.56	\$62,060.43	\$63,301.64	\$64,567.67
Professional Level 02 inc 01	\$59,909.08	\$61,107.26	\$62,329.41	\$63,575.99	\$64,847.51	\$66,144.47
Professional Level 02 inc 02	\$61,312.75	\$62,539.01	\$63,789.79	\$65,065.58	\$66,366.89	\$67,694.23
Professional Level 03 inc 01	\$62,440.83	\$63,689.65	\$64,963.44	\$66,262.71	\$67,587.96	\$68,939.72
Professional Level 03 inc 02	\$64,535.99	\$65,826.71	\$67,143.24	\$68,486.10	\$69,855.82	\$71,252.94
Professional Level 03 inc 03	\$66,631.09	\$67,963.71	\$69,322.98	\$70,709.44	\$72,123.63	\$73,566.10
Professional Level 03 inc 04	\$68,729.06	\$70,103.64	\$71,505.71	\$72,935.82	\$74,394.54	\$75,882.43
Professional Level 04 inc 01	\$70,235.35	\$71,640.06	\$73,072.86	\$74,534.32	\$76,025.00	\$77,545.50
Professional Level 04 inc 02	\$71,645.54	\$73,078.45	\$74,540.02	\$76,030.82	\$77,551.44	\$79,102.47
Professional Level 04 inc 03	\$73,056.86	\$74,518.00	\$76,008.36	\$77,528.52	\$79,079.09	\$80,660.68
Professional Level 04 inc 04	\$74,468.15	\$75,957.51	\$77,476.66	\$79,026.19	\$80,606.71	\$82,218.84
Professional Level 05 inc 01	\$75,878.89	\$77,396.47	\$78,944.40	\$80,523.29	\$82,133.75	\$83,776.43
Professional Level 05 inc 02	\$78,700.99	\$80,275.01	\$81,880.51	\$83,518.12	\$85,188.48	\$86,892.25
Professional Level 05 inc 03	\$81,519.69	\$83,150.08	\$84,813.08	\$86,509.34	\$88,239.53	\$90,004.32
Professional Level 05 inc 04	\$84,342.92	\$86,029.78	\$87,750.37	\$89,505.38	\$91,295.49	\$93,121.40
Professional Level 06 inc 01	\$86,371.95	\$88,099.39	\$89,861.38	\$91,658.60	\$93,491.78	\$95,361.61
Professional Level 06 inc 02	\$88,468.69	\$90,238.06	\$92,042.82	\$93,883.68	\$95,761.35	\$97,676.58
Professional Level 06 inc 03	\$90,562.18	\$92,373.42	\$94,220.89	\$96,105.31	\$98,027.42	\$99,987.96
Professional Level 06 inc 04	\$92,658.90	\$94,512.08	\$96,402.32	\$98,330.37	\$100,296.97	\$102,302.91

Rate Per Annum	Successful Ballot	31 Jan 24	31 July 24	31 Jan 25	31 July 25	31 Jan 26
Salary Level						
Professional Level 07 inc 01	\$94,754.55	\$96,649.64	\$98,582.63	\$100,554.28	\$102,565.37	\$104,616.68
Professional Level 07 inc 02	\$97,548.18	\$99,499.14	\$101,489.12	\$103,518.90	\$105,589.28	\$107,701.07
Professional Level 07 inc 03	\$100,343.48	\$102,350.35	\$104,397.36	\$106,485.30	\$108,615.01	\$110,787.31
Professional Level 07 inc 04	\$103,180.96	\$105,244.58	\$107,349.47	\$109,496.46	\$111,686.39	\$113,920.12
Professional Level 08 inc 01	\$106,838.31	\$108,975.08	\$111,154.58	\$113,377.67	\$115,645.22	\$117,958.12
Professional Level 08 inc 02	\$111,153.96	\$113,377.04	\$115,644.58	\$117,957.47	\$120,316.62	\$122,722.95
Professional Level 08 inc 03	\$115,465.05	\$117,774.35	\$120,129.84	\$122,532.43	\$124,983.08	\$127,482.75
Professional Level 08 inc 04	\$119,780.70	\$122,176.31	\$124,619.84	\$127,112.24	\$129,654.48	\$132,247.57
Professional Level 09 inc 01	\$124,996.74	\$127,496.67	\$130,046.60	\$132,647.53	\$135,300.48	\$138,006.49
Professional Level 09 inc 02	\$127,297.35	\$129,843.30	\$132,440.16	\$135,088.97	\$137,790.75	\$140,546.56
Professional Level 09 inc 03	\$129,599.03	\$132,191.01	\$134,834.83	\$137,531.53	\$140,282.16	\$143,087.80
Professional Level 09 inc 04	\$132,185.52	\$134,829.23	\$137,525.81	\$140,276.33	\$143,081.86	\$145,943.50

SCHEDULE 7 – PROFESSIONAL EMPLOYEE ALLOWANCES

Table A

Allowances listed in this Table will be increased in accordance with the relevant salary increases provided for in clause 21.1 of this Agreement.

Work-related Allowances	Purpose	Amount (at the commencement of this Agreement)
Tool	Qualified tradesperson required to use own tools:	
	• Mechanical and electrical tradesperson	\$51.76 per fortnight
	• Carpenter / Plumber	\$60.06 per fortnight
	• Stonemason / Painter	\$14.70 per fortnight
Gas Fitter	Employee is required to hold a Gas Fitter's Licence and required by the University to carry out related duties.	\$439.31 per quarter
Explosive Tools	Employee is required to use explosive power tools.	\$1.06 per day
Broken Shift	Employee is required to work a broken shift other than where a broken shift is provided for under this Agreement or by local agreement.	\$6.53 per day
Construction	Where an employee is involved in the construction, alteration, repair, or maintenance of buildings and reasonable amenities are not provided.	\$5.23 per day
Removal of Dead Animals	Employee is driving or assisting the driver of rubbish removal vehicles and is required to remove dead animals.	\$3.04 per day
Sanitary	Employee is required to clean toilets connected with septic tanks or sewerage.	\$20.07 per fortnight
First Aid	Employee is required by the University to hold a current St John Ambulance First Aid Certificate or equivalent qualification.	\$36.89 per fortnight
Wet Weather	Where a skilled trades assistant, basic or advanced tradesperson, or employee in the gardener/grounds/farms or security career streams, or traffic and parking or similar employee is required by management to work in the rain and, despite wearing waterproof clothing, their own clothing becomes wet.	200% of the ordinary hourly rate (minimum payment of one (1) hour).

Work-related Allowances	Purpose	Amount (at the commencement of this Agreement)
Extreme or Unpleasant conditions	<p>Where a skilled trades assistant, or basic or advanced tradesperson, or traffic and parking or similar employee is required to work in extreme or unpleasant conditions. For the purpose of this clause an extreme or unpleasant condition includes:</p> <ul style="list-style-type: none"> dirty, dusty or unpleasant conditions where the employee is engaged in work involving dirty and oily equipment, insulating material, noxious or toxic fumes, acidic or corrosive materials, drains, tanks and wet concrete; confined spaces or underground work where the employee is required to work in a stooped or cramped position and/or where there is poor ventilation; extreme hot or cold conditions where the employee is required to work in places of temperature beyond forty-five (45) degrees C or below 0 degrees C; elevated working situations where the employee is required to work more than fifteen (15) metres above the ground or above the nearest horizontal plane; wet conditions where the employee is required to work in any place where water is falling, where there is abnormal water underfoot, or where general conditions are abnormally wet (provided that this provision will not apply to employees otherwise entitled to payment pursuant to the wet weather allowance); cleaning brickwork where an employee is required to use acids or other corrosive substances; any other such situations which the University deems to be extreme and unpleasant working conditions. <p>Where more than one of the bullet points apply, the allowance will be applied in respect to each applicable condition.</p>	25% loading on the employee's base hourly rate of pay will be paid for each hour worked in those conditions.

Table B

Allowances listed in this Table will be increased on an annual basis to reflect movements in the CPI category as at June 29 of each calendar year during the term this Agreement as nominated in each category.

Work-related Allowances	Purpose	Amount (at the commencement of this Agreement)
Meal Allowance (Catering Employees)	Where a catering employee is required to work overtime for more than two (2) hours beyond their rostered finishing time and an adequate meal has not been provided by the University.	\$14.84
Meal Allowance (Other than Catering Employees)	See criteria set out in clause 35.13	\$14.84
Locality	Employee is located outside a 400 km radius of the Brisbane GPO.	\$36.08

Work-related Allowances	Purpose	Amount (at the commencement of this Agreement)
Travel	First-class rail tickets or an economy airfare where an employee is directed by the University to travel by air or rail.	Actual cost. University may choose to purchase tickets direct from supplier.
Camping (expense-related – food)	Employee is required to camp out overnight and food and beverages have not been provided by the University.	\$49.64 per day or by reimbursement of reasonable costs on presentation of receipts.
Uniform	Employee is required to wear a uniform and the uniform is not provided by the University.	Actual cost.
Safety Equipment and Protective Clothing	Where a skilled trades assistant, or basic or advanced tradesperson or traffic and parking or similar employee is required to wear protective clothing and/or use safety equipment, and the protective clothing and/or safety equipment is not provided by the University.	Actual cost.
Accommodation Allowance	Where an employee is required to spend the night away from their normal place of residence or cannot reasonably be expected to return to their normal place of residence and accommodation is not provided by the University, the employee will be entitled to an accommodation allowance based on the Australian Taxation Office reasonable allowance rate determination and paid in accordance with the University's Travel Policy and Procedures.	In the case of both the Accommodation and Travel Allowance the University may elect to pay, or reimburse the employee, for actual reasonable expenses incurred and require production of receipts in lieu of paying the relevant allowance.
Travel Allowance (Meals and Incidentals)	Where an employee is required to spend the night away from their normal place of residence or cannot reasonably be expected to return to their normal place of residence, the employee will be entitled to a Travel Allowance for meal and incidental expenses while travelling on official University business. The Travel Allowance will be paid in lieu of actual expenditure on meals and incidentals. The Travel Allowance will be based on the Australian Taxation Office reasonable allowance rate determination and paid in accordance with the University's Travel Policy and Procedures.	

SCHEDULE 8 – HERON ISLAND RESEARCH STATION PROFESSIONAL EMPLOYEES

1. Definitions

- 1.1 “**Employees**” mean Professional employees employed from time to time at The University of Queensland Heron Island Research Station.
- 1.2 “**Station**” means The University of Queensland Heron Island Research Station.

2. Application

The provisions in this schedule shall apply to all Professional employees employed from time to time at the Station

3. Conditions

- 3.1 Employees will work in accordance with a rotating roster which will allow for one (1) or a combination of the following (the work cycle):
 - a. Six (6) consecutive working days (working eight [8] hours twenty-one [21] minutes); followed by one (1) fatigue day; followed by seven (7) consecutive working days (working eight [8] hours twenty-one [21] minutes); followed by seven (7) days off;
 - b. Ten (10) consecutive working days (working seven [7] hours fifteen [15] minutes) followed by four (4) consecutive days off;
 - c. Nine (9) consecutive working days (working eight [8] hours three [3] minutes) followed by five (5) consecutive days off;
 - d. Five (5) working days (working seven [7] hours fifteen [15] minutes) followed by two (2) consecutive days off.
- 3.2 It is the intention of the University that employees be provided with adequate time off between rosters to ensure that employees have adequate rest periods between rosters. Where employees are working the roster specified in clause 3.1(a) above, it is expected that they will leave the Station during the period of seven (7) days off unless otherwise agreed with the Station manager in exceptional circumstances; or otherwise make themselves unavailable to clients except as otherwise specified in this Agreement.
- 3.3 Except in the case of emergency or unforeseen exigency, rosters for particular periods will be agreed between the University management and the employees affected by the particular roster. All attempts will be made to minimise disruptions to the operations of the work site. Rosters will be determined having regard to:
 - a. workplace health and safety requirements;
 - b. the University’s need for operational efficiency and effectiveness; and
 - c. family and similar responsibilities.
- 3.4 Except for trades and services stream employees, employees who are recalled to duty by the Station manager outside of their rostered hours during a roster cycle will be remunerated at ordinary rates plus 100% for the time worked with a minimum payment of one (1) hour. For the purpose of this clause, “recalled to duty” includes but is not limited to attendance to fire alarms, emergencies, or maintenance requirements that require immediate attention and cannot be otherwise addressed during working hours. Where recalled to duty pursuant to this clause, Trades and Services stream employees will be

entitled to a minimum payment of two (2) hours.

- 3.5 Weekend penalty rates shall not apply to ordinary hours worked on a Saturday or Sunday which fall within the rostered work cycle.
- 3.6 An employee instructed by the Station manager (after approval has been given by the relevant Faculty) to work on any rostered day off will be remunerated at ordinary rates plus 100% with a minimum payment in accordance with this Agreement.
- 3.7 An employee instructed by the Station manager (after approval has been given by the relevant Faculty) to work on a public holiday which falls within the work cycle shall be remunerated at ordinary rates plus 150% with a minimum payment in accordance with this Agreement.
- 3.8 Should a public holiday fall on one (1) or more of an employee's rostered days off, then the employee shall be allowed a further day off for each public holiday to be taken as agreed between the University and the employee.
- 3.9 It is the University's intention that employees who wish to avail themselves of travel to the mainland in conjunction with days off may depart Heron Island on the last day of the work cycle and return on the first day of the next subsequent work cycle, in accordance with the normal catamaran timetable. Two (2) hours' paid time will be allowed in respect of travel on each of those days. The parties acknowledge that scheduling changes to the catamaran timetable may render this arrangement impracticable at some stage during the life of the agreement. Should this occur, employees may no longer be able to travel to and from the mainland in conjunction with their days off. In this event, reasonable steps shall be taken to ensure that rostering arrangements align with the catamaran timetable and/or employees are allowed to use flexible work to allow them to travel to the mainland on the last day of their work cycle and/or back on the first day of their subsequent work cycle.
- 3.10 The University will pay for up to twenty-six (26) return catamaran trips to the mainland at the subsidised rate for each Employee, during each calendar year of service.
- 3.11 Unless otherwise agreed with the Station manager, employees will be required to spend a minimum period of twenty-one (21) consecutive days off the Station for each calendar year of service, to be applied for in advance and approved by the Station manager and the faculty. The twenty-one (21) day period may be made up of any combination of the following that has accrued to the employee:
 - a. rostered day off;
 - b. annual leave;
 - c. long service leave;
 - d. VBT or TOIL; or
 - e. any other period of approved paid or unpaid leave.
- 3.12 By agreement with the employee, the University may extend the spread of ordinary hours contained in this Agreement in order to facilitate arrangements dealt with in this Schedule.

SCHEDULE 9 – THE UNIVERSITY OF QUEENSLAND SECURITY SHIFT SUPERINTENDENTS

1. Application

The provisions in this schedule shall apply to all Professional employees employed in the classification of security shift superintendent at The University of Queensland.

2. Wages

Security shift superintendents shall receive the following rates of pay (from the first full pay period following the date/s specified):

Rate Per Salary Level	Successful Ballot	31 Jan 24	31 July 24	31 Jan 25	31 July 25	31 Jan 26
SS0101	\$89,942.99	\$91,741.85	\$93,576.69	\$95,448.22	\$97,357.18	\$99,304.32
SS0102	\$93,334.31	\$95,201.00	\$97,105.02	\$99,047.12	\$101,028.06	\$103,048.62
SS0103	\$96,708.48	\$98,642.65	\$100,615.50	\$102,627.81	\$104,680.37	\$106,773.98
SS0104	\$100,094.82	\$102,096.72	\$104,138.65	\$106,221.42	\$108,345.85	\$110,512.77

3. Rates for Ordinary Hours

The rates of pay contained in clause 2 above of this Schedule are in respect of ordinary hours as defined in the Agreement. Time worked in excess of ordinary hours shall be paid at overtime rates in accordance with the Agreement.

4. Rates Inclusive of Penalties

Notwithstanding anything contained within this Schedule or this Agreement, the wage rates set out in clause 2 of this Schedule shall be inclusive of shift and weekend penalties.

5. Shiftwork

Security shift superintendents shall undertake shiftwork in accordance with this Schedule, provided that clause 7.8 - Shift Allowances - of Schedule 5A of this Agreement will not apply.

SCHEDULE 10 – SCHOOL OF VETERINARY SCIENCE – PROFESSIONAL CLINICAL EMPLOYEES

1. Application

- 1.1 This Schedule applies to the Veterinary Teaching Hospital (VTH). The following services and operational areas constitute the VTH:
- UQVETS Small Animal Hospital
 - UQVETS Equine Specialist Hospital
 - UQVETS Dayboro
 - UQVETS Clinical Studies Centre and
 - UQVETS Production Animal Service.
- 1.2 The following employees are covered by this Schedule:
- Veterinary Reception
 - Animal Care (e.g. employees engaged as animal attendants)
Indicative work:
 - Barn assistants
 - Kennel attendants
 - Behaviourist.
 - Veterinary Practice Support (Para-professional)
Indicative work:
 - Assistant Pharmacy / Pharmacy Coordinator
 - Imaging Radiography.
 - Veterinary Nursing and Veterinary Technician
Indicative work/levels:
 - Junior Nurse through to Nurse Manager; and
 - Veterinarians (Clinical Work Appointments).
- 1.3 The provisions of this Schedule do not apply to employees holding academic appointments.
- 1.4 The provisions of this Schedule will apply to full-time and part-time Continuing or Fixed-term employees, and to Casuals holding Professional (HEW Level) appointments.
- 1.5 All Professional employee positions detailed above will be subject to a six (6) month probation period.
- 1.6 Except as specified in this schedule, all conditions of employment in this Agreement apply.

2. Hours of Work – Arrangements

- 2.1 Employees may work in one of three ways:
- a. standard hours outside of a rostered shift;
 - b. a continuous shift roster; or

- c. a non-continuous shiftworker.

3. Standard Hours Outside of a Rostered Shift

- 3.1 The daily span for ordinary hours to be worked is 6:00am to 9:00pm.
- 3.2 Employees working standard hours work a single period of work (excluding a meal break) performed during the spread of ordinary hours, which is not part of a non-continuous or a continuous shiftwork system.

4. Continuous Shift Roster

- 4.1 A continuous shift roster is a roster where the hours of work are regularly rotated covering a twenty-four (24) hour per day operation over a seven (7) day week. Employees working a continuous shift roster, will work in the following manner:
 - a. in accordance with a shift roster where shifts rostered are continuously rotated covering the twenty-four (24) hour per day operation over a seven (7) day week; and
 - b. regularly work night shifts and/or Sundays and Public Holidays.
- 4.2 Full-time employees working a continuous shift roster will be entitled to 181 hours and fifteen (15) minutes (twenty-five [25] days) annual leave for each twelve (12) months of continuous paid service. Part-time employees working a continuous shift roster will be entitled to annual leave at pro-rata the full-time rate.
- 4.3 The continuous shift type will be in accordance with the following:

Shift Type	
Day Shift	Shift worked between 6:00am and 9:00pm
Afternoon Shift	Shift commencing at or after midday and finishing at or before midnight
Night Shift	Shift extending beyond midnight

- 4.4 Continuous shifts may be rostered between six (6) and ten (10) hours in length, or twelve (12) hours by prior written agreement. A shift that is twelve (12) hours in length will be inclusive of meal breaks. No employee is to work more than twelve (12) hours in one shift.
- 4.5 During a continuous shift, a thirty (30) minute paid break is to be taken between the commencement of the fourth (4th) hour and the completion of the sixth (6th) hour as will not interfere with the continuity of work. Where an employee is rostered to work more than ten (10) hours, a thirty (30) minute unpaid break is to be taken during the second half of the continuous shift, at such time as will not interfere with the continuity of work. Appropriate paid rest breaks will be allowed during the course of the continuous shift.
- 4.6 The continuous shift loadings payable on the ordinary rate of pay will be in accordance with the following:

Shift Loading Monday to Friday		Shift Loading Saturday and Sunday
Day Shift	No Loading	50% Loading for all time worked between midnight Friday and 6am Monday
Afternoon Shift	15% Loading for each shift worked	50% Loading for all time worked between midnight Friday and 6am Monday
Night Shift	25% Loading for each shift worked	50% Loading for all time worked between midnight Friday and 6am Monday

5. Non-Continuous Shift Roster

5.1 A non-continuous shift roster means work regularly rotated in accordance with a roster which prescribes two (2) or more shifts (day, afternoon or night) over a seven (7) day week, but not necessarily rotated through a twenty-four (24) hour roster.

5.2 The non-continuous shift type will be in accordance with the following:

Shift Type	
Day Shift	Shift worked between 6:00am and 9:00pm
Afternoon Shift	Shift commencing at or after midday and finishing at or before midnight
Night Shift	Shift extending beyond midnight

5.3 The non-continuous shift loadings payable on the ordinary rate of pay will be in accordance with the following:

Shift Loading Monday to Friday		Shift Loading Saturday and Sunday
Day Shift	No Loading	50% Loading for all time worked between midnight Friday and 6:00am Monday
Afternoon Shift	15% Loading for each shift worked	50% Loading for all time worked between midnight Friday and 6:00am Monday
Night Shift	25% Loading for each shift worked	50% Loading for all time worked between midnight Friday and 6:00am Monday

5.4 During a non-continuous shift, a thirty (30) minute paid break is to be taken between the commencement of the fourth (4th) hours and the completion of the sixth (6th) hour at such time as will not interfere with the continuity of work. Where an employee rostered to work more than ten (10) hours, a thirty (30) minute unpaid break is to be taken during the second half of the non-continuous shift, at such time as will not interfere with the continuity of work. Appropriate paid rest breaks will be allowed during the course of the non-continuous shift.

6. Rostering for Continuous and Non-Continuous Shift Rosters

6.1 All continuous and non-continuous shift rosters will specify the commencing and finishing time of ordinary hours of work of each employee.

6.2 A continuous shift roster may be spread over a maximum cycle of eight (8) weeks, or such other cycle as agreed with the employees affected. The ordinary hours of work will be 36.25 hours per week worked as 290 hours over eight (8) weeks or such other cycle as agreed with the employees affected. An employee will not be required to work in excess of 160 ordinary hours in either the first four (4) weeks or last four (4) weeks of the roster cycle.

6.3 Employees on a continuous shift roster will be provided two (2) consecutive days off following five (5) shifts, and three (3) consecutive days off following six (6) shifts.

6.4 Employees on a non-continuous shift roster will be provided two (2) consecutive days off following each individual non-continuous shift roster.

6.5 Except in the case of an emergency over which the University has no control, Consultation shall take place between the University and affected employees when a change to a continuous or non-continuous shift roster is proposed. Employees may be represented in the Consultation process. As

part of this Consultation the University shall provide relevant information about the change, invite employees to give their views, and consider, the impact of the change (including in relation to their family or caring responsibilities).

Not fewer than fourteen (14) days shall be allowed for such Consultation.

Continuous or non-continuous shift rosters shall be designed to the extent practicable having regard to:

- (i) workplace health and safety requirements;
- (ii) the University's need for operational efficiency and effectiveness; and
- (iii) family responsibilities.

6.6 An employee may voluntarily exchange duties and hours of work with another employee with the University's approval, in which case the following conditions apply:

- (i) overtime payments, shift, and meal allowances will not be payable for any period by which those exchanged hours of work are in excess of their ordinary working hours, unless such payment would have been made to the employee originally rostered; and
- (ii) no employee will be permitted to work two (2) consecutive shifts.

6.7 Employees working a continuous or non-continuous shift roster will be entitled to a minimum period of ten (10) hours' break between shifts.

6.8 Except where overtime is worked, an employee who rotates from one shift to another:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shiftworker does not report for duty, will, unless released from duty for eight (8) consecutive hours upon the completion of their shift, be paid double the prevailing rates until released from duty for such period. The employee will then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

7. Transfer On and Off Continuous and Non-Continuous Shiftwork Roster

7.1 Employees may be transferred to and from a continuous or non-continuous shift roster by mutual written agreement with the employee. Generally, fourteen (14) days' notice before commencement of shiftwork will be given unless a lesser period is agreed by the employee.

7.2 Wherever possible the transfer should enable commencement of continuous or non-continuous shiftwork to coincide with start of the next fortnightly pay period. Where this is not possible and as a consequence of the transfer, the employee works in excess of 72.5 ordinary hours in the fortnightly pay period, the excess hours for that fortnight period shall be paid for as overtime at shiftworker overtime rates.

7.3 When transferred to shiftwork the provisions of employment providing particular entitlements for continuous or non-continuous shiftworkers (such as additional annual leave for continuous shiftworkers) commence at the effective date of transfer.

7.4 Unless otherwise agreed to by the employee, the minimum period of transfer to work continuous or non-continuous shiftwork will be to be fourteen (14) consecutive days, preferably coinciding with the fortnightly pay period. (NB: the number of shifts to be worked will be as per roster over the period of transfer).

8. Hours of Work and Overtime (Excluding Employees at HEW Level 8 and above and Non-Continuous Shift or Continuous Shiftworkers)

8.1 Continuing and Fixed-term employees covered by this schedule (excluding employees at HEW Level 8 and above) who are not working either a non-continuous shift or continuous shift in accordance with clause 7 of this Schedule, will work in accordance with the following table:

Maximum Hours	Hours/Day	Standard Spread – Days	Standard Spread – Hours
72.5 hours per fortnight	Maximum twelve (12) hours per day including meal breaks	Sunday to Saturday over no more than five (5) consecutive days	6:00am – 9:00pm

- 8.2 Casual employees will work a maximum of 72.5 hours per fortnight or ten (10) hours per engagement. The standard spread of hours for Casual employees is open span.
- 8.3 Continuing and Fixed-term employees will be paid at ordinary rates plus 50% for ordinary hours of work performed on a Saturday and Sunday.
- 8.4 All work required to be performed in excess of ordinary working hours, or outside commencing and ceasing times fixed pursuant to clause 5.1 of this Schedule on any one (1) engagement or in any one (1) week, will be deemed to be overtime.
- 8.5 Overtime and public holiday rates will be in accordance with the following table, and will be payable on the base rate which for Casual employees does not include the Casual loading:

Monday to Saturday	Sunday	Public Holidays
Ordinary rates plus 50% for the first three hours and thereafter at ordinary rates plus 100%	Ordinary rates plus 100%	Ordinary rates plus 150%

- 8.6 Casual employees will be paid overtime for hours worked in excess of ten (10) hours per engagement or 72.5 hours per fortnight. Casual employees will receive the greater of overtime rates set out in the above table or the Casual loading but not both.
- 8.7 An employee who is employed for at least six (6) hours will be allowed an unpaid break of forty-five (45) minutes for a meal, to be taken in accordance with the relevant University policy. Unless otherwise directed by their Supervisor employees are required to take a lunch break of at least thirty (30) minutes' duration after five (5) hours work.

9. Recalled to Work

- 9.1 An employee, irrespective of the nature of their engagement who is recalled to work outside the ordinary hours of work will be paid for a minimum of two (2) hours' work at the overtime rate.

SCHEDULE 11 – THE UNIVERSITY OF QUEENSLAND CUSTOMS HOUSE

1. Application

The provisions of this Schedule are binding on all employees employed by Customs House (UQ Venues).

2. Conditions of Employment for Customs House Employees

Except as specified in this schedule, all other conditions of employment are governed by this Agreement

Casual employees are a valued part of the workforce of Customs House. Customs House supports assisting suitably qualified Casual employees to obtain either part-time or full-time employment where suitable vacancies arise. Casual employees employed at the time of advertisement of a vacancy are eligible to apply for vacancies. As part of the merit selection process and in accordance with the relevant policy, due consideration of the contribution and experience of suitably qualified Casual employees will be given by selection panels when assessing applications for ongoing full-time and part-time positions.

3. Salaries and Salary Loadings

- 3.1 Salaries, salary loadings and salary increases are to be paid in accordance with Appendix 1 of this Schedule which, unless otherwise indicated, are based on the underlying classifications and associated salary rates for employees engaged in the Kitchen Stream and the Food and Beverage Stream in the *Restaurant Industry Award 2020*.
- 3.2 This Agreement includes the payment of salary increases payable on or from the dates set out in clause 21.1.
- 3.3 A loading of 13%, inclusive of all weekend penalties and late work rates, will be paid in addition to the base salary rate (including the casual loading of 25%), for ordinary hours of work, for all classifications up to and including that of Cook Grade 5 and Food and Beverage Grade 6 (i.e. Chef de Partie/Assistant Banquet Manager).
- 3.4 The salary rate applicable to apprentices shall be the following percentage of the salary rate payable for the trade-qualified employees in the trade for which they are apprenticed:

Year	Percentage of appropriate salary rate
First year	55%
Second year	65%
Third year	80%
Fourth year	95%

In the case of an apprentice cook, the base salary rate shall be of Cook Grade 3 (i.e. Commis Chef).

- 3.5 Casual employees shall be paid at the hourly rate of 1/38th of the relevant base weekly rate (annual rates of which are set out in this Schedule, plus a Casual loading of 25%). Hourly rates for Casual employees employed on non-HEW Level classifications are set out in this Schedule.

4. Hours of Work and Overtime

- 4.1 The Hours of Work for Continuing and Fixed-term employees employed at Customs House will be in accordance with the following table, subject to clauses 4.8, 4.9 and 4.10 of this Schedule:

Maximum Hours/Cycle	Maximum Hours/Day	Standard Spread – Days	Standard Spread – Hours
152 hours/four (4) weeks subject to clause 4.6	Min. four (4) hours per day Max. ten (10) hours per day or twelve (12) hours by written agreement.	Sunday to Saturday	Open Span

4.2 Casual employees employed at Customs House will work a maximum of 76 hours per fortnight or ten (10) hours per day or, by agreement, twelve (12) hours per day. The standard spread of hours for Casual employees is open span.

4.3 The overtime rates applicable for Continuing and Fixed-term employees (excluding employees who are employed at HEW Level 8 and above), employed at Customs House will be in accordance with the following table:

Monday to Saturday	Sunday	Public Holidays
Ordinary rates plus 50% for the first three hours and thereafter ordinary rates plus 100% (minimum two (2) hours payment on RDO)	Ordinary rates plus 100%	Ordinary rates plus 150%

4.4 For employees classified at HEW Level 8, where the University requires the employee to work beyond their ordinary hours of work, the employee will be eligible:

- a. for time off in lieu in accordance with clause 35.11; or
- b. where agreed between the University and the employee, to be paid out on a time for time basis.

4.5 For employees classified at HEW Level 9 there is no entitlement to overtime or off time off in lieu.

4.6 Where a catering employee is required to work overtime for more than two (2) hours beyond their rostered finishing time and an adequate meal has not been provided, they will be paid a meal allowance as specified in Schedule 7.

4.7 Casual employees employed at Customs House will be paid overtime for hours worked in excess of ten (10) hours per day or where agreed as per clause 4.2 of this Schedule, after twelve (12) hours. Casual employees will receive the greater of overtime rates set out in the above table or the Casual loading but not both.

4.8 In lieu of the standard hours in clause 4.1 of this Schedule, an employee (excluding HEW Level 8 and 9) may work an accrued time arrangement, where mutually agreed between the employee and the Director Customs House, provided that:

- c. The work is carried out at least as effectively as under the standard hours in clause 4.1 of this Schedule.
- d. Employees must be available to meet operational requirements during predetermined hours.
- e. Arrangements are made for appropriate supervision of work and recording of times worked.

4.9 An employee with an accrued time arrangement may work thirty-eight (38) hours per week and accumulate accrued time for additional hours worked, provided that:

- a. The maximum number of hours that may accrue any week or fortnight is nine (9) and eighteen (18) respectively.

- b. The maximum number of hours that may accumulate as credit is thirty-eight (38) hours.
 - c. The maximum number of hours that may accumulate as debit is 7.6 hours.
 - d. The accrued time must be taken within six (6) months of accrual.
 - e. A meal break of thirty (30) minutes must be taken where an employee has worked continuously for five (5) hours.
 - f. Where a paid personal leave entitlement exists, an employee cannot access accrued time in lieu of personal leave.
- 4.10 Employees are not entitled to accumulate accrued time outside of the provisions in clause 4.9 of this Schedule. Hours in excess of these rules are overtime and must be approved in advance by the Director, Customs House and where approved will be paid as overtime.

5. Breaks

- 5.1 Employees, including Casual employees, who are required to work for five (5) or more hours in a day must be given an unpaid meal break of no less than thirty (30) minutes. The break must be given no earlier than one (1) hour after starting work and no later than six (6) hours after starting work.
- 5.2 If an employee is required to work more than five (5) hours after they have been given the unpaid meal break, the employee must be given an additional twenty (20) minute paid break.
- 5.3 If an employee is required to work more than ten (10) hours in the day, the employee will be given one additional twenty (20) minute paid break per additional hour worked.
- 5.4 If an employee is required to work more than two (2) hours' overtime after completion of the employee's rostered hours, the employee must be given an additional twenty (20) minute paid break.
- 5.5 Employees shall be given a minimum break of ten (10) hours between the finish of ordinary hours of work on one (1) day and the commencement of ordinary hours of work on the next day. Where there has not been a break of ten (10) hours:
 - a. Continuing and Fixed-term employees may, without loss of pay, attend work at such a later time as necessary to ensure that they receive a break of ten (10) hours (notification must be made to the Supervisor);
 - b. Casual employees may refuse to work a shift on the basis that there has not been a break of ten (10) hours; or
 - c. at the discretion of the Director, Customs House (or nominee), Casual hours may be reallocated to another employee.

6. Review of Salary Loadings

- 6.1 The University will monitor salary loadings of all employees covered in this schedule up to twice per annum by undertaking a payroll audit to ensure that these employees are better off overall in receiving the 13% loading (inclusive of all weekend penalties and later work rates) against the Restaurant Industry Award 2020. Should a shortfall be determined, it will be adjusted by the University.
- 6.2 Where an employee requests and is granted a roster configuration for any personal reason which may incur a disadvantage, the employee will not be entitled to have the shortfall adjusted.

7. Classifications

- 7.1 It is agreed that the experience of as much on-the-job training through exposure to the range of duties required to be performed in the Restaurant or Banquets departments, as well as flexible classification structures, will enhance the career prospects of individuals both within Customs

House and the hospitality industry. Employees may be required to perform any function which is deemed to be within the employee's skills and abilities.

7.2 For the purposes of this clause, "appropriate level of training" shall mean:

- a. completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification (after 1 June 1991, such course to be accredited by the Australian Hospitality Review Panel);
- b. that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in the previous point by a qualified skills assessor; or
- c. that where an employee is undertaking the duties associated with a particular level, the employee is deemed to have the appropriate level of training and shall be remunerated accordingly.

7.3 Classifications of hospitality employees will be as follows:

7.3.1 FOOD & BEVERAGE STREAM

- a. Food & Beverage Attendant Grade 1 (General Assistant) shall mean an employee who is skilled in basic manual duties and who is engaged in any of the following:
 - (i) picking up glasses;
 - (ii) providing general assistance to food and beverage attendants of a higher classification not including service to customers;
 - (iii) removing food plates;
 - (iv) setting or wiping down tables;
 - (v) cleaning and tidying associated areas; or
 - (vi) receiving money.
- b. Food & Beverage Attendant Grade 2 (Wait Staff) shall mean an employee who has not achieved the appropriate level of training but who has the skills and abilities to work in any of the following:
 - (i) supplying, dispensing or mixing liquor;
 - (ii) assisting in the cellar;
 - (iii) undertaking general waiting duties for food or beverages, including cleaning tables;
 - (iv) receiving money;
 - (v) attending a snack bar;
 - (vi) performing delivery duties; or
 - (vii) taking reservations and greeting and seating guests.
- c. Food & Beverage Attendant Grade 3 (Shift Supervisor) shall mean an employee who has the appropriate level of training and is engaged in any of the following:
 - (i) supplying, dispensing or mixing liquor;
 - (ii) assisting in the cellar;
 - (iii) undertaking general waiting duties for both food and liquor, including cleaning tables;
 - (iv) receiving money;
 - (v) assisting in the training and supervision of food and beverage attendants of a lower classification;

- (vi) delivery duties; or
 - (vii) taking reservations and greeting and seating guests.
- d. Food & Beverage Attendant Grade 4 (Supervisor) shall mean an employee who has the appropriate level of training and is engaged in any of the following:
- (i) primary responsibility for a cellar or liquor storeroom (including the receipt, delivery, recording and ordering of goods within such an area);
 - (ii) mixing a range of sophisticated drinks; or
 - (iii) supervision and training of Food & Beverage Attendants of a lower grade.
- e. Food & Beverage Attendant Grade 5 (Restaurant/ Banquets Supervisor Junior) shall mean an employee who has completed an apprenticeship in waiting, or who has been accredited as such, or who is assessed as having skills of a similar level and who is engaged in the following:
- (i) general and specialised skilled duties in a fine dining room or restaurant;
 - (ii) primary responsibility for a cellar or liquor storeroom (including the receipt, delivery, recording and ordering of goods within such an area);
 - (iii) mixing a range of sophisticated drinks;
 - (iv) supervision and training of Food & Beverage Attendants of a lower grade;
 - (v) receiving money;
 - (vi) selling of specialist stock lines; or
 - (vii) general security including security of keys and supervision of dress standard maintenance and good order in the establishment.
- f. Food & Beverage Attendant Grade 6 (Assistant Banquet Manager/Assistant Restaurant Manager) shall mean an employee who has the appropriate level of training including a supervisory course and who is engaged in any of the following:
- (i) responsibility for the supervision, training and co-ordination of food and beverage employees;
 - (ii) stock control for a bar or bars including administrative and accounting activities;
 - (iii) responsibility for the maintenance of service and operational standards; or
 - (iv) security, including keys and ensuring that the building is left in good order.
- g. HEW Level 5 (Banquets Manager/ Restaurant Manager) shall mean an employee who has the appropriate level of training including a supervisory course and who is engaged in any of the following:
- (i) responsibility for the supervision, training and co-ordination of food and beverage employees;
 - (ii) stock control for a bar or bars including administrative and accounting activities;
 - (iii) responsibility for the maintenance of service and operational standards; or
 - (iv) responsibility for the effective operation of Banquets or Restaurant Department.
- h. HEW Level 6 (Food & Beverage Manager) shall mean an employee who has the appropriate level of training including a supervisory course and who is engaged in any of the following:
- (i) responsibility for the supervision, training and co-ordination of food and beverage employees;
 - (ii) stock control for a bar or bars including administrative and accounting activities;

- (iii) responsibility for the maintenance of service and operational standards; or
 - (iv) responsibility for effective management of the Food & Beverage operation of Customs House.
- i. HEW Level 8 (Operations Manager) shall mean an employee who has the appropriate level of training including a supervisory course and who is engaged in any of the following:
- (i) responsibility for the supervision, recruitment, training and co-ordination of food and beverage, cleaning and receptionist employees, including the coordination across multiple venues and locations;
 - (ii) stock take of beverage and assets including administrative and accounting activities;
 - (iii) responsibility for the maintenance of service and operational standards across multiple venues and locations;
 - (iv) responsibility for effective management of the Food & Beverage operation of at one or more venue or location or
 - (v) responsibility for property maintenance at all venues and locations.

7.3.2 KITCHEN STREAM

- a. Kitchen Attendant Grade 1 (Kitchenhand 1) shall mean an employee engaged in any of the following:
- (i) general cleaning duties within a kitchen or food preparation area and scullery, including cleaning cooking and general utensils used in a kitchen and restaurant;
 - (ii) assisting employees who are cooking;
 - (iii) assembling and preparing ingredients for cooking; or
 - (iv) general pantry duties.
- b. Kitchen Attendant Grade 2 (Kitchenhand 2) shall mean an employee engaged in any of the following:
- (i) specialised non-cooking duties in a kitchen or food preparation area;
 - (ii) assisting in the supervision and training of Kitchen Attendants; or
 - (iii) general receipt and distribution of goods.
- c. Kitchen Attendant Grade 3 (Kitchenhand 3) shall mean an employee engaged in any of the following:
- (i) responsibility for the supervision, training and co-ordination of kitchen; or
 - (ii) attendants of a lower grade.
- d. Cook Grade 1 (Cook 1) shall mean an employee who is engaged in the following:
- (i) cooking, baking, pastry cooking or butchering.
- e. Cook Grade 2 (Cook 2) shall mean an employee who has the appropriate level of training and who is engaged in the following:
- (i) cooking duties including baking, pastry cooking or butchering; or
 - (ii) setting up of an on-site kitchen.
- f. Cook (Tradesperson) Grade 3 (Commis Chef) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in any of the following:
- (i) cooking, baking, pastry cooking or butchering duties; or

- (ii) setting up of an on-site kitchen.
- g. Cook (Tradesperson) Grade 4 (Demi Chef) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in any of the following:
 - (i) general or specialised cooking, butchering, baking or pastry cooking duties; or
 - (ii) when required supervision and training of other cooks or kitchen employees.
- h. Cook (Tradesperson) Grade 5 (Chef de Partie) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
 - (i) general and specialised duties, including supervision or training of kitchen employees;
 - (ii) ordering and stock control; or
 - (iii) supervising other cooks and kitchen employees in a single kitchen establishment.
- i. HEW Level 5 (Sous Chef Junior) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test in cooking, in butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
 - (i) general or specialised cooking, butchering, baking or pastry cooking duties;
 - (ii) when required, supervision and training of other cooks or kitchen employees; or
 - (iii) ordering and stock control.
- j. HEW Level 6 (Sous Chef) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
 - (i) general or specialised cooking, butchering, baking or pastry cooking duties;
 - (ii) supervision and training of other cooks or kitchen employees;
 - (iii) ordering and stock control;
 - (iv) in the absence of the Executive Sous Chef, supervision of other cooks and kitchen employees including coordination in a single kitchen establishment; or
 - (v) delegated responsibility for the efficient operation and management of the food operation at Customs House in the absence of the Executive Sous Chef and the Executive Chef.
- k. HEW Level 8 (Executive Sous Chef) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training with at least two (2) years post qualification experience and who performs any of the following:
 - (i) general or specialised cooking, butchering, baking or pastry cooking duties;
 - (ii) supervision and training of other cooks or kitchen employees, across one or more venues;
 - (iii) ordering and stock control, across one or more venues;
 - (iv) supervision of other cooks and kitchen employees including coordination in a single kitchen establishment; or

- (v) responsibility for the efficient operation and management of the food operation in the absence of the Executive Chef.
- I. HEW Level 9 (Executive Chef) shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
- (i) general or specialised cooking, butchering, baking or pastry cooking duties;
 - (ii) supervision, recruitment and training of other cooks or kitchen employees, for a multi-kitchen establishment;
 - (iii) ordering and stock control;
 - (iv) responsibility for other cooks and kitchen employees including coordination in a multi- kitchen establishment;
 - (v) responsibility for the menu design and implementation of new menus for the restaurant and banquets departments at multiple locations, or
 - (vi) responsibility for the efficient operation and management of the food operation at all venues and locations.

Introductory Level shall be applicable if an employee has not achieved the appropriate level of training and has less than three (3) months experience either in the restaurant and catering industry or in another industry where the employee performed work similar to that which the employee is required to perform under this Agreement.

8. Rosters: Non-Casual Employees

- 8.1 The parties to the Agreement acknowledge that working patterns must be flexible in order to respond to patrons' requirements. Wherever possible, employees will be provided with as much notice as possible in respect of times during which they will be required to work. It is further acknowledged that whilst every effort will be made to adhere to rosters, rosters may be altered in order to respond to unexpected operational requirements of Custom's House.
- 8.2 At the beginning of each week, employees will be advised of the times for which they will be expected to work during the forthcoming week.
- 8.3 Unless otherwise agreed, employees will receive at least twenty-four (24) hours' notice of any variations to this roster.
- 8.4 Under the salary loading system, rosters will be constructed to ensure fairness and equity and so that no employee shall be disadvantaged.
- 8.5 **Broken Shifts – Non-Casual Catering Employees**
- a. Where broken shifts are worked the spread of hours will not exceed the ordinary hours by more than three (3) hours, not including meal breaks, provided that in no case will the spread of hours exceed twelve (12) hours per day.
 - b. Employees will be paid a broken shift allowance where they are required to work a broken shift. The broken shift allowance will be increased in accordance with the percentage increase applicable to the HEW Level 3.1 rate.

9. Rosters: Casual Employees

Every effort shall be made by Customs House to provide Casual employees with as much notice as possible in respect of their required engagements. Customs House may adjust the hours required to be worked by a Casual employee, provided that minimum of two (2) hours is either worked or paid per engagement.

Appendix 1 to Schedule 11

Kitchen Stream

Position	Classification	Successful Ballot									
		31 January 2024									
		Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*
Executive Chef	HEW Level 9										
Executive Sous Chef	HEW Level 8										
Sous Chef	HEW Level 6										
Sous Chef Jnr	HEW Level 5										
Chef de Partie	Cook Grade 5	\$61,756.51	\$31.15	\$69,784.86	\$35.20	\$43.99	\$62,991.64	\$31.77	\$71,180.56	\$35.90	\$44.87
Demi Chef	Cook Grade 4	\$59,430.51	\$29.97	\$67,156.48	\$33.87	\$42.34	\$60,619.13	\$30.57	\$68,499.61	\$34.55	\$43.18
Commis Chef	Cook Grade 3	\$57,104.50	\$28.80	\$64,526.08	\$32.54	\$40.68	\$58,246.59	\$29.38	\$65,818.64	\$33.20	\$41.49
Cook	Cook Grade 2	\$51,268.28	\$25.86	\$57,933.15	\$29.22	\$36.52	\$52,293.64	\$26.37	\$59,091.82	\$29.80	\$37.25
Cook	Cook Grade 1	\$48,773.10	\$24.60	\$55,113.61	\$27.80	\$34.75	\$49,748.56	\$25.09	\$56,215.88	\$28.35	\$35.44
Apprentice Yr 4	Apprentice Yr 4										
Apprentice Yr 3	Apprentice Yr 3										
Apprentice Yr 2	Apprentice Yr 2										
Apprentice Yr 1	Apprentice Yr 1										
Kitchenhand 3	Kitchen Attendant 3	\$51,268.28	\$25.86	\$57,933.16	\$29.22	\$36.52	\$52,293.65	\$26.37	\$59,091.82	\$29.80	\$37.25
Kitchenhand 2	Kitchen Attendant 2	\$48,773.11	\$24.60	\$55,113.61	\$27.80	\$34.75	\$49,748.57	\$25.09	\$56,215.89	\$28.35	\$35.44
Kitchenhand 1	Kitchen Attendant 1	\$47,842.71	\$24.13	\$54,062.26	\$27.27	\$34.08	\$48,799.56	\$24.61	\$55,143.51	\$27.81	\$34.76

*13% loading incorporates weekend penalty and late work rates.

Kitchen Stream (cont.)

Position	Classification	31 July 2024						31 January 2025										
		Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Rate Plus 13%*	Base Hourly Rate Plus 13%*	Casual Hourly Rate Plus 13%*	Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Rate Plus 13%*	Base Hourly Rate Plus 13%*	Casual Hourly Rate Plus 13%*					
Executive Chef	HEW Level 9																	
Executive Sous Chef	HEW Level 8																	
Sous Chef	HEW Level 6																	
Sous Chef Jnr	HEW Level 5																	
Chef de Partie	Cook Grade 5	\$84,251.47	\$32.40	\$72,604.17	\$36.62	\$65,536.50	\$33.05	\$74,056.25	\$37.35	\$46.69								
Demi Chef	Cook Grade 4	\$61,831.51	\$31.18	\$69,869.60	\$35.24	\$63,068.14	\$31.81	\$71,267.00	\$35.94	\$44.93								
Commis Chef	Cook Grade 3	\$59,411.52	\$29.96	\$67,135.02	\$33.86	\$60,599.75	\$30.56	\$68,477.72	\$34.54	\$43.17								
Cook	Cook Grade 2	\$53,339.52	\$26.90	\$60,273.65	\$30.40	\$54,406.31	\$27.44	\$61,479.13	\$31.01	\$38.76								
Cook	Cook Grade 1	\$50,743.54	\$25.59	\$57,340.20	\$28.92	\$51,758.41	\$26.10	\$58,487.00	\$29.50	\$36.87								
Apprentice Yr 4	Apprentice Yr 4																	
Apprentice Yr 3	Apprentice Yr 3																	
Apprentice Yr 2	Apprentice Yr 2																	
Apprentice Yr 1	Apprentice Yr 1																	
Kitchenhand 3	Kitchen Attendant 3	\$53,339.52	\$26.90	\$60,273.66	\$30.40	\$54,406.31	\$27.44	\$61,479.13	\$31.01	\$38.76								
Kitchenhand 2	Kitchen Attendant 2	\$50,743.54	\$25.59	\$57,340.20	\$28.92	\$51,758.41	\$26.10	\$58,487.01	\$29.50	\$36.87								
Kitchenhand 1	Kitchen Attendant 1	\$49,775.56	\$25.10	\$56,246.38	\$28.37	\$50,771.07	\$25.61	\$57,371.31	\$28.93	\$36.17								

*13% loading incorporates weekend penalty and late work rates.

Kitchen Stream (cont.)

Position	Classification	31 July 2025					31 January 2026						
		Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*		
Executive Chef	HEW Level 9												
Executive Sous Chef	HEW Level 8												
Sous Chef	HEW Level 6												
Sous Chef Jnr	HEW Level 5												
Chef de Partie	Cook Grade 5	\$66,847.23	\$33.71	\$75,537.37	\$38.10	\$47.62	\$68,184.18	\$34.39	\$77,048.12	\$38.86	\$48.57		
Demi Chef	Cook Grade 4	\$64,329.50	\$32.44	\$72,692.34	\$36.66	\$45.83	\$65,516.09	\$33.09	\$74,146.18	\$37.39	\$46.74		
Commis Chef	Cook Grade 3	\$61,811.74	\$31.17	\$69,847.27	\$35.23	\$44.03	\$63,047.98	\$31.80	\$71,244.22	\$35.93	\$44.91		
Cook	Cook Grade 2	\$55,494.43	\$27.99	\$62,708.71	\$31.63	\$39.53	\$56,604.32	\$28.55	\$63,962.88	\$32.26	\$40.32		
Cook	Cook Grade 1	\$52,793.57	\$26.63	\$59,656.74	\$30.09	\$37.61	\$53,849.45	\$27.16	\$60,849.87	\$30.69	\$38.36		
Apprentice Yr 4	Apprentice Yr 4												
Apprentice Yr 3	Apprentice Yr 3												
Apprentice Yr 2	Apprentice Yr 2												
Apprentice Yr 1	Apprentice Yr 1												
Kitchenhand 3	Kitchen Attendant 3	\$55,494.44	\$27.99	\$62,708.71	\$31.63	\$39.53	\$56,604.32	\$28.55	\$63,962.88	\$32.26	\$40.32		
Kitchenhand 2	Kitchen Attendant 2	\$52,793.58	\$26.63	\$59,656.75	\$30.09	\$37.61	\$53,849.45	\$27.16	\$60,849.87	\$30.69	\$38.36		
Kitchenhand 1	Kitchen Attendant 1	\$51,786.49	\$26.12	\$58,518.73	29.51	\$36.89	\$52,822.22	\$26.64	\$59,689.11	\$30.10	\$37.63		

*13% loading incorporates weekend penalty and late work rates.

Food & Beverage Stream

Position	Salary Level	Successful Ballot						31 Jan 2024										
		Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*							
Operations Manager	HEW Level 8																	
Food & Beverage Manager	HEW Level 6																	
Banquets and Restaurant Manager	HEW Level 5																	
Restaurant and Banquets Supervisor Snr	F & B Grade 6	\$59,430.51	\$29.97	\$67,156.48	\$33.87	\$42.34	\$60,619.12	\$30.57	\$68,499.61	\$34.55	\$43.18							
Restaurant and Banquets Supervisor Jnr	F & B Grade 5	\$57,104.50	\$28.80	\$64,528.09	\$32.54	\$40.68	\$58,246.59	\$29.38	\$65,818.65	\$33.20	\$41.49							
Supervisor	F & B Grade 4	\$53,594.32	\$27.03	\$60,561.58	\$30.54	\$38.18	\$54,866.21	\$27.57	\$61,772.81	\$31.15	\$38.94							
Shift Supervisor	F & B Grade 3	\$51,268.28	\$25.86	\$57,933.16	\$29.22	\$36.52	\$52,293.65	\$26.37	\$59,091.82	\$29.80	\$37.25							
Wait Staff	F & B Grade 2	\$48,773.11	\$24.60	\$55,113.61	\$27.80	\$34.75	\$49,748.57	\$25.09	\$56,215.89	\$28.35	\$35.44							
General Assistant	F & B Grade 1	\$47,842.71	\$24.13	\$54,062.26	\$27.27	\$34.08	\$48,799.56	\$24.61	\$55,143.51	\$27.81	\$34.76							
Introductory	F & B Introductory	\$44,586.26	\$22.49	\$50,382.47	\$25.41	\$31.76	\$45,477.99	\$22.94	\$51,390.12	\$25.92	\$32.40							

*13% loading incorporates weekend penalty and late work rates.

Food & Beverage Stream (cont.)

Position	Salary Level	31 July 2024					31 January 2025							
		Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*			
Operations Manager	HEW Level 8													
Food & Beverage Manager	HEW Level 6													
Banquets and Restaurant Manager	HEW Level 5													
Restaurant and Banquets Supervisor Snr	F & B Grade 6	\$61,831.50	\$31.18	\$69,869.60	\$35.24	\$44.05	\$63,068.13	\$31.81	\$71,266.99	\$35.94	\$44.93			
Restaurant and Banquets Supervisor Jnr	F & B Grade 5	\$59,411.52	\$29.96	\$67,135.02	\$33.86	\$42.32	\$60,599.75	\$30.56	\$68,477.72	\$34.54	\$43.17			
Supervisor	F & B Grade 4	\$55,759.53	\$28.12	\$63,008.27	\$31.78	\$39.72	\$56,874.72	\$28.68	\$64,268.43	\$32.41	\$40.52			
Shift Supervisor	F & B Grade 3	\$53,339.52	\$26.90	\$60,273.66	\$30.40	\$38.00	\$54,406.31	\$27.44	\$61,479.13	\$31.01	\$38.76			
Wait Staff	F & B Grade 2	\$50,743.54	\$25.59	\$57,340.20	\$28.92	\$36.15	\$51,758.41	\$26.10	\$58,487.01	\$29.50	\$36.87			
General Assistant	F & B Grade 1	\$49,775.56	\$25.10	\$56,246.38	\$28.37	\$35.46	\$50,771.07	\$25.61	\$57,371.31	\$28.93	\$36.17			
Introductory	F & B Introductory	\$46,387.54	\$23.40	\$52,417.93	\$26.44	\$33.05	\$47,315.30	\$23.86	\$53,466.28	\$26.97	\$33.71			

*13% loading incorporates weekend penalty and late work rates.

Food & Beverage Stream (cont.)

Position	Salary Level	31 July 2025				31 January 2026							
		Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*		
Operations Manager	HEW Level 8												
Food & Beverage Manager	HEW Level 6												
Banquets and Restaurant Manager	HEW Level 5												
Restaurant and Banquets Supervisor Snr	F & B Grade 6	\$64,329.50	\$32.44	\$72,692.33	\$36.66	\$85,141.83	\$33.09	\$96,274.16	\$37.39	\$107,406.49	\$46.74		
Restaurant and Banquets Supervisor Jnr	F & B Grade 5	\$61,811.75	\$31.17	\$69,847.27	\$35.23	\$80,684.50	\$31.80	\$92,521.83	\$35.93	\$104,359.16	\$44.91		
Supervisor	F & B Grade 4	\$58,012.22	\$29.26	\$65,553.80	\$33.06	\$76,397.03	\$29.84	\$88,240.26	\$33.72	\$100,083.49	\$42.15		
Shift Supervisor	F & B Grade 3	\$55,494.44	\$27.99	\$62,708.71	\$31.63	\$73,551.94	\$28.55	\$85,395.17	\$32.26	\$97,238.40	\$40.32		
Wait Staff	F & B Grade 2	\$52,793.58	\$26.63	\$59,656.75	\$30.09	\$70,500.00	\$27.16	\$82,343.23	\$30.69	\$94,186.46	\$38.36		
General Assistant	F & B Grade 1	\$51,786.49	\$26.12	\$58,518.73	\$29.51	\$69,361.96	\$26.64	\$81,205.19	\$30.10	\$93,048.42	\$37.63		
Introductory	F & B Introductory	\$48,261.60	\$24.34	\$54,535.61	\$27.50	\$65,378.84	\$24.83	\$77,222.07	\$28.05	\$35.07			

*13% loading incorporates weekend penalty and late work rate