



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The University of Queensland**  
(AG2018/5835)

## **THE UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT 2018- 2021**

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 12 MARCH 2019

*Application for approval of The University of Queensland Enterprise Agreement 2018- 2021.*

[1] An application has been made for approval of an enterprise agreement known as *The University of Queensland Enterprise Agreement 2018- 2021* (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 Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The National Tertiary Education Industry Union, United Voice and the Australian Municipal, Administrative, Clerical and Services Union being 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 organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 March 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE502183 PR705625>

## Annexure A



Human Resources Services

6 March 2019

Dear Deputy President Masson,

**AG2018/5835 – The University of Queensland Enterprise Agreement 2018 - 2021**

Under section 190 of the *Fair Work Act 2009* (Cth), The University of Queensland (**the University**) provides the following undertakings in respect of *The University of Queensland Enterprise Agreement 2018 – 2021*:

1. Clause 50.6(a) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full-time staff members will be entitled to 145 hours (20 days) for each 12 months of continuous paid service. This clause is intended to provide for 4 weeks of paid annual leave in accordance with the National Employment Standards.
2. Clause 50.6(b) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full-time staff members on three (3) continuous shifts per day over a period of seven (7) days per week will be entitled to 181 hours 15 minutes (25 days) for each 12 months of continuous paid service. This clause is intended to provide for 5 weeks of paid annual leave in accordance with the National Employment Standards.
3. Clause 50.8(a) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full time staff are entitled to 72.5 hours (10 days) (cumulative) paid leave in any 12 consecutive months of employment. This clause is intended to provide for 10 days of paid personal / carer's leave in accordance with the National Employment Standards.
4. The University undertakes to pay TESOL Language Teachers overtime at the rates specified in clause 76.13 of *The University of Queensland Enterprise Agreement 2018 – 2021* for work required to be performed in excess of, or outside of, agreed hours of work or the ordinary hours of work specified in clauses 76.11 or 76.12 of *The University of Queensland Enterprise Agreement 2018 – 2021*.
5. Where the University employs any employees in the classification of Kitchen Stream Apprentice Year 1 or Kitchen Stream Apprentice Year 2 pursuant to Schedule 10 of *The University of Queensland Enterprise Agreement 2018 – 2021*, the University undertakes to pay those employees not less than the minimum rate of pay for a 1st year or 2nd year Apprentice in the *Restaurant Industry Award 2010*.
6. The University undertakes to monitor salary loadings for all hospitality staff employed by Customs House and covered by Schedule 10 of *The University of Queensland Enterprise Agreement 2018 – 2021* on a quarterly basis and for the life of *The University of Queensland Enterprise Agreement 2018 – 2021* to ensure that those employees are better off overall receiving the loading of 13% (inclusive of all weekend penalties and later work rates) against the *Restaurant Industry Award 2010*.
7. Schedule 11 of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that a meal allowance (catering staff) will be paid when a catering staff member is required to work overtime for more than two hours beyond their rostered finishing time and an adequate meal has not been provided by the University. The University undertakes to pay a meal allowance of not less than \$12.97 for those employees in accordance with the *Restaurant Industry Award 2010*.

Signed:

Bill Kernahan  
Deputy Director, Human Resources Services  
The University of Queensland

The University of Queensland    T +61 7 3365 2055    W uq.edu.au  
Brisbane QLD 4072 Australia    F +61 7 3365 1677

ASN: 63 942 912 694  
CRICOS PROVIDER NUMBER 000258

# THE UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT 2018-2021



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



THE UNIVERSITY  
OF QUEENSLAND  
AUSTRALIA

Create change

## CONTENTS

<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>1</b>
<b>PART A: Arrangement and Application</b>		<b>1</b>
1.	Definitions	1
2.	Date and Period of Operation	3
3.	Parties, Awards and Agreements	3
4.	Renegotiation	3
5.	University Policies	3
6.	Consultation	4
7.	Facilitation of Union Involvement	5
8.	Availability of Agreement	6
9.	Work Health and Safety	6
10.	EEO/Anti-Discrimination	6
11.	Continuity of Processes and Arrangements	6
12.	No Extra Claims	6
13.	Dispute Settlement Procedure	7
14.	Aboriginal and Torres Strait Islander Employment	8
15.	Modes and Type of Employment	9
16.	Continuing Employment	9
17.	Research (Contingent-Funded) Employment	10
18.	Fixed-Term Employment	13
19.	Alignment of Funding and Term of Contract	15
20.	Casual Employment	15
21.	Professional Staff Part-Year Employment	16
22.	Individual Flexibility Arrangement	17
23.	Intellectual Freedom (Academic Freedom)	18
24.	Transfer and Travel Between University Locations	18
25.	Pre-Retirement Arrangements	19
26.	No Compulsory Retirement Age	19
<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>20</b>
<b>PART B: Salaries and Related Matters</b>		<b>20</b>
27.	Salaries and Salary Increases	20
28.	Salary Packaging	20
29.	Payment of Salary	20
30.	Recovery of Overpayments	21
31.	Set-off of Outstanding Payments	21
32.	Superannuation	21
<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>23</b>
<b>PART C: Staff Development and Career Planning</b>		<b>23</b>
33.	Staff Development and Career Planning	23
34.	Supervisor Training	23
35.	Enterprise Agreement Training	23

<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>24</b>
<b>PART D: Disciplinary Action and Termination of Employment Matters</b>		<b>24</b>
36.	Decisions on Disciplinary Action or Termination of Employment	24
37.	Probation	24
38.	Termination During Probationary Employment – Continuing Academic Staff	25
39.	Misconduct / Serious Misconduct	26
40.	Unsatisfactory Performance	29
41.	Committee of Review	31
42.	Medical Conditions Affecting Performance	33
43.	Termination of Employment	34
44.	Grievances	37
45.	Certificate of Employment	37
<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>38</b>
<b>PART E: Consultation on Major Change</b>		<b>38</b>
46.	Organisational Change and Job Security	38
47.	Consultation in Relation to Major Organisational Change	38
48.	Outsourcing	43
49.	Use of Contractors	44
<b>Chapter 1</b>	<b>Applicable to All Staff</b>	<b>45</b>
<b>PART F: Leave Entitlements</b>		<b>45</b>
50.	Leave Entitlements	45
51.	Transfer on Return from Parental Leave	51
52.	Public Holidays	52
53.	Leave Without Pay	52
<b>Chapter 2</b>	<b>Academic Staff</b>	<b>53</b>
54.	Career Development for Casual Academic staff	53
55.	Criteria for Academic Performance	53
56.	Salary Movement Within an Academic Level	53
57.	Clinical Loadings and State Supplementary Loadings	53
58.	Academic Staff Workloads	54
59.	Staff Appraisal	55
60.	Academic Staff Supervision	56
61.	Pathway to Continuing Academic Employment	56
<b>Chapter 3</b>	<b>Professional Staff</b>	<b>57</b>
62.	Staff Salaries	57
63.	Evaluation of Professional Staff Positions (up to and including HEW Level 9)	58
64.	Casual Minimum Hours	59
65.	Eligibility for Casual Professional Staff Conversion	59
66.	Eligibility for Professional Staff Fixed-Term Conversion	60
67.	Allowances	61
68.	Indexation of Allowances	61
69.	Hours and Work Patterns	61
70.	Performance Appraisal	75
71.	Professional Staff Workloads	76

<b>Chapter 4</b>	<b>TESOL Language Teachers Engaged in UQ-ICTE</b>	<b>77</b>
72.	Definitions – Types of Employment	77
73.	Definitions and Application of Contact and Non-Contact	78
74.	Conversion to Fractional Appointment	79
75.	Salary Rates	79
76.	Hours of Work and Overtime	80
77.	Workloads	81
78.	Class Size	81
79.	Staff Recognition and Development Program	81
80.	Development and Project Work	82
81.	Voluntary Senior Teacher, Level, Course and Program Convenors	82
82.	Specific Duties	82
83.	Conference/Workshop Attendance	82
84.	Study and Examination Leave	83
<b>Signatories to The University of Queensland Enterprise Agreement 2018 – 2021 (UQ)</b>		<b>84</b>
<b>Signatories to The University of Queensland Enterprise Agreement 2018 – 2021 (NTEU)</b>		<b>85</b>
<b>Signatories to The University of Queensland Enterprise Agreement 2018 – 2021 (ASU/Together)</b>		<b>86</b>
<b>Signatories to The University of Queensland Enterprise Agreement 2018 – 2021 (United Voice)</b>		<b>87</b>

<b>SCHEDULE 1</b>	<b>Policies</b>	<b>88</b>
<b>SCHEDULE 2</b>	<b>Academic Staff Salaries</b>	<b>91</b>
<b>SCHEDULE 3</b>	<b>Duties and Pay Calculation of Casual Academic Staff</b>	<b>93</b>
<b>SCHEDULE 4</b>	<b>Professional Staff Salaries</b>	<b>98</b>
<b>SCHEDULE 5</b>	<b>TESOL Language Teacher Staff Salaries</b>	<b>100</b>
<b>SCHEDULE 6</b>	<b>Classification Structure and Job Descriptors for Professional Staff</b>	<b>103</b>
<b>SCHEDULE 7</b>	<b>Heron Island Research Station Professional Staff Schedule</b>	<b>117</b>
<b>SCHEDULE 8</b>	<b>The University of Queensland Security Shift Superintendents Schedule</b>	<b>120</b>
<b>SCHEDULE 9</b>	<b>School of Veterinary Science – Professional Clinical Staff Schedule</b>	<b>121</b>
<b>SCHEDULE 10</b>	<b>The University of Queensland Customs House Schedule</b>	<b>127</b>
<b>SCHEDULE 11</b>	<b>Professional Staff Allowances</b>	<b>140</b>
<b>SCHEDULE 12</b>	<b>Academic Level Descriptions</b>	<b>143</b>



## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART A: Arrangement and Application

#### Arrangement

This Agreement shall be known as “*The University of Queensland Enterprise Agreement 2018–2021*”.

#### 1. Definitions

- 1.1. “**Academic staff**” means all persons employed by the University other than Professional staff; or TESOL Language Teachers in the Institute of Continuing and TESOL Education (UQ -ICTE).
- 1.2. “**Apprentice**” or “**Trainee**” means a staff member employed pursuant to an apprenticeship or traineeship approved by the relevant state or federal training authority.
- 1.3. “**ASU**” means Australian Municipal, Administrative, Clerical and Services Union – Together Branch.
- 1.4. “**Career stream**” means a group of occupations related by function. Career streams are listed in the relevant University policy.
- 1.5. “**Consultation**” means meaningful discussion of issues and provision of information in the spirit of the description provided by Commissioner G. Smith: “*Consultation is not perfunctory advice on what is about to happen. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may effect the employment prospects of individuals.*” [CPSU vs Vodafone Network Pty Ltd –PR912122] In this agreement “Consultation with staff” will be taken to mean:
  - a. Consultation with a single staff member and where they so choose, their representative; and
  - b. Consultation with a group of staff, and where they so choose, representative(s) of that group.
- 1.6. “**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.
- 1.7. “**Gross salary**” means the total dollar figure determined for the salary of a person at the particular scale by the relevant industrial instrument(s), prior to any deductions nominated by the staff member or the packaging of any remuneration benefits. Employer superannuation contributions shall not constitute part of 'gross salary' as defined.
- 1.8. “**TESOL Language Teacher**” means a suitably qualified staff member engaged to conduct, teach, prepare and assess English language and TESOL methodology classes, and to perform other duties including: Development of shared teaching and learning materials; Course curriculum/syllabus design; Student assessment, placement and exit interviews, test invigilation, marking and recording of results; Writing student reports; Classroom teaching observation by pre-service trainee teachers and in-service teachers; Participation in arrival orientation, student consultation and supervision of student activities; Ongoing participation in continuing professional development and general course administration.

- 1.9. **“Major Organisational Change”** means a process of major change in an Organisational Unit which involves the need for a reduction in the number of staff with the possibility that retrenchments might result.
- 1.10. **“NTEU Branch”** means The University of Queensland Branch of the National Tertiary Education Industry Union.
- 1.11. **“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 position.
- 1.12. **“Organisational Unit”** means a School, Faculty, Institute, Centre or Division or part thereof, or other grouping otherwise agreed by the parties to this Agreement.
- 1.13. **“Overpayment(s)”** means payment and/or monetary entitlements to which a staff member was not entitled (including salary, leave, travel payment) and/or any other amount payable under this Agreement.
- 1.14. **“Professional staff”** means all persons employed by the University other than
- a. Academic staff; or
  - b. TESOL Language Teachers in UQ-ICTE.
- 1.15. **“Provost”** means the Provost or such senior officer of the University designated by the Vice-Chancellor and President.
- 1.16. **“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:
- a. for Professional Staff, the Chief Operating Officer or another officer nominated by the University;
  - b. for Academic Staff, the Pro-Vice-Chancellor or another officer nominated by the University;
  - c. for TESOL Language Teaching Staff, the Deputy Vice-Chancellor (External Engagement) or another officer nominated by the University.
- 1.17. **“Representative”** means a Union representative or a person who is not a currently practicing solicitor or barrister, chosen by the staff member to represent or support them. A staff member, should they so choose, may request a Representative for any matter that affects them.
- 1.18. **“Research Professional staff”** means Professional staff engaged on research projects and who are doing non-academic work similar to that carried out by Professional staff not engaged on research projects, but subject to working arrangements determined by the needs of the research projects.
- 1.19. **“Supervisor”** means the person or persons responsible for day to day supervision of a staff member 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.
- 1.20. **“Termination of employment”** means termination of employment at the initiative of the University.
- 1.21. **“The Act”** means the *Fair Work Act 2009* (Cth), as amended from time to time.

- 1.22. "The University" means The University of Queensland.
- 1.23. "Union" means one of the unions party to this Agreement in accordance with clause 3.1.
- 1.24. "United Voice" means the union known as United Voice.
- 1.25. "Vice-Chancellor and President" means the Vice-Chancellor and President or their nominee.

## 2. Date and Period of Operation

This Agreement shall come into force seven (7) days from the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2021.

## 3. Parties, Awards and Agreements

- 3.1. This agreement has been negotiated between The University of Queensland on one hand and the NTEU, ASU/Together, and United Voice on the other ("the Parties").
- 3.2. This Agreement shall be binding in its terms upon:
  - a. The Parties; and
  - b. Academic Staff, Professional Staff and TESOL Language Teachers as defined by this Agreement, with the exception of staff employed:
    - (i) in the positions of Vice-Chancellor and President, Provost, Chief Operating Officer, Deputy Vice-Chancellors, Pro-Vice-Chancellors, Executive Deans, Directors of Institutes and such other positions at a similar level; and
    - (ii) in positions classified at Higher Education Worker Level 10 and above.
- 3.3. Staff who were appointed to positions listed in subclause 3.2(b) (i) and (ii) above, as at the date of approval of *The University of Queensland Enterprise Agreement 2014 – 2017* by the Fair Work Commission (30 October 2014), will continue to be covered by the terms of this Agreement and of any individual contractual agreements until such time as their existing contract expires (where relevant) or their conditions of employment are renegotiated.

## 4. Renegotiation

The parties will commence the renegotiation of this Agreement prior to the end of May 2021, at which time logs of claim will be exchanged.

## 5. University Policies

- 5.1. University policies 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) as a term of this Agreement.
- 5.2. 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 staff consultative committee(s) and affected staff.

## 6. Consultation

- 6.1.** 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);
  - c. A TESOL Language Teachers Consultative Committee (TCC); and
  - d. Faculty, Institute, School, Centre and team level meetings.
- 6.2.** 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.
- 6.3.** Alongside other avenues of consultation, the ASCC, PSCC and TCC will provide for direct consultation between staff, Unions and the University on workplace relations and human resource matters in relation to Academic staff, Professional Staff and TESOL Language Teachers respectively.
- 6.4.** In the event of a casual vacancy of an ASCC, PSCC or TCC staff representative, a replacement representative will be nominated by the remaining staff representatives.
- 6.5.** The Committees shall meet three times annually and further meetings may be arranged as mutually agreed.
- 6.6.** The practice of regular meetings of TESOL Language Teachers, at which teachers have the opportunity to receive updated information from management, comment on major changes at the workplace and to raise issues of general concern, will be maintained.

### Composition of Consultative Committees

- 6.7.** The Academic Staff Consultative Committee (ASCC) shall consist of:
- a. Chair: Relevant Senior Executive;
  - b. Up to three other representatives of University management;
  - c. Three Academic staff members nominated by the NTEU branch; and
  - d. One representative from the NTEU.
- 6.8.** The Professional Staff Consultative Committee (PSCC) shall consist of:
- a. Up to five representatives of University management; and
  - b. Five Professional staff members, or representatives, nominated by the Unions bound by this Agreement.
- 6.9.** The TESOL Language Teachers Consultative Committee (**TCC**) shall consist of:
- a. Three members nominated by the Director, UQ-ICTE;
  - b. Two members of staff nominated by the NTEU; and
  - c. One member of staff elected by the TESOL teaching staff.

## 7. Facilitation of Union Involvement

7.1. Union Officials or Representatives must act in accordance with the Right of Entry and associated provisions of the Fair Work Act 2009 (Cth) (as amended from time to time).

### 7.2. Facilitation of Discussions

The University agrees:

- a. In relation to enterprise bargaining:
  - (i) To facilitate reasonable involvement of staff 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:
  - (i) Support the attendance of recognised Union delegates at one Union meeting per month by allowing such staff to be absent from duty without loss of salary for 1 hour and 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 Unions providing the University with a list of the names of staff elected as delegates and such named persons providing their relevant Supervisor with reasonable notice of their attendance at such meetings. The University will notify Supervisors of recognised Union delegates of its commitment to facilitating Union involvement under this clause;
  - (ii) Support staff attendance at four (4) Union meetings per calendar year. The University will allow staff to be absent from duty without loss of salary for 1 hour and 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 2009 (Cth) as amended from time to time;
  - (iii) Allow access of up to five (5) days leave with pay for trade union training for recognised Union delegates;
  - (iv) Allow access of up to five (5) days leave with pay for elected officials to attend Union governance events; and
  - (v) Allow staff access to Union delegates 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.

### 7.3. Facilities

- a. The University will:
  - (i) Allow Union delegates and their branch representatives to book rooms for meetings with University staff through the University's room booking systems. Room bookings will be provided subject to availability. The University agrees to provide rooms booked in this way at no charge; and
  - (ii) Provide staff Union delegates 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. A list of Union delegates will be provided to the Chief Human Resources Officer by the respective Unions, on approval of this Agreement by the Fair Work Commission, and updated as required.

#### **7.4. Payroll Deductions**

From the date of approval of the Agreement, unless otherwise advised by a relevant Union, the University will provide payroll deduction facilities for staff 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.

### **8. Availability of Agreement**

A copy of this Agreement will be accessible via the internet from the University's webpage.

### **9. Work Health and Safety**

With the active collaboration of all staff, the University seeks to promote a safe and healthy work environment for its staff.

### **10. EEO/Anti-Discrimination**

**10.1.** The University seeks to promote equal employment opportunities at the University.

**10.2.** The University respects and values the diversity of the workforce and seeks to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender identity, intersex status, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, trade union activity, political opinion, national extraction or social origin.

### **11. Continuity of Processes and Arrangements**

**11.1.** Processes (including their applicable procedures) including but not limited to Misconduct/Serious Misconduct; Organisational Change; restructuring; unsatisfactory performance; medical conditions affecting performance; and classification of Professional staff positions that commenced prior to the approval by the Fair Work Commission of this Agreement will continue in accordance with the procedures in place at the time of commencement of the relevant process.

**11.2.** This Agreement will not render void any local arrangement or agreement that was in place at the time of approval by the Fair Work Commission except to the extent of any inconsistency with entitlements contained in this Agreement.

### **12. No Extra Claims**

The parties to this Agreement agree not to pursue any further claims prior to the nominal expiry date of this Agreement.

## 13. Dispute Settlement Procedure

- 13.1.** It is agreed that the University and all staff 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.
- 13.2.** With the exception of determinations listed in Clause 13.3, this clause outlines the process for the resolution of disputes between a staff member and the University and/or the Unions and the University in respect to the proper application of this Agreement or the National Employment Standards as provided for by the Fair Work Act (Cth) as amended from time to time.
- 13.3.** Where a determination is made by the Relevant Senior Executive, Provost or Vice-Chancellor and President following the proper application of the clauses listed below, that determination cannot be the subject of a dispute under the Dispute Settlement Procedure:
- a. Clause 39 'Misconduct/Serious Misconduct';
  - b. Clause 40 'Unsatisfactory Performance';
  - c. Clause 41 'Committee of Review';
  - d. Clause 42 'Medical Conditions Affecting Performance'; and
  - e. Clause 47 'Consultation in Relation to Major Organisational Change'.
- 13.4.** These procedures shall apply to a single staff member or to any number of staff. The Unions covered by this Agreement may also, on behalf of a member or members, raise matters which require resolution through this disputes procedure.
- 13.5.** Nothing herein prevents, at any time throughout this procedure:
- a. A staff member who is a party to the dispute being represented by a Representative of their choice; or
  - b. The University being represented.
- 13.6. Step One**
- a. In the event of a staff member(s) and/or Union(s) covered by this Agreement having a dispute, the staff member and/or their Union or another Representative of the staff member'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 staff member or members concerned and the relevant Union(s) or another Representative of the staff member's choice.
- 13.7. Step Two**
- a. If the dispute remains unresolved after Step One, a party may refer the dispute to the Fair Work Commission.
  - b. The Fair Work Commission may deal with the dispute in two (2) stages:
    - (i) The Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

- 13.8. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 13.9. 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 if such is the subject of a dispute, and not take any other action likely to exacerbate the dispute.
- 13.10. All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
- 13.11. 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 Fair Work Commission for the Commission to deal with the dispute.

## 14. Aboriginal and Torres Strait Islander Employment

- 14.1. The University is committed to reconciliation with Indigenous Australians and seeks to promote the implementation of its Aboriginal and Torres Strait Islander Peoples Employment Strategy, which includes the following principles:
  - a. A supportive working environment for Aboriginal and Torres Strait Islander staff, which requires actions that address racism, support equal employment opportunity and respect the culture and heritage of Aboriginal and Torres Strait Islanders;
  - b. Consultation about the strategy with Aboriginal and Torres Strait Islander staff and communities, the Unions and other stakeholders;
  - c. Increasing and encouraging Aboriginal and Torres Strait Islander employment and participation at all levels of work activity, including the referencing of numerical targets consistent with the requirements of this Agreement;
  - d. Facilitating and encouraging direct involvement of Aboriginal and Torres Strait Islander staff in determining their own career strategies; and
  - e. Ensuring effective staff development for Aboriginal and Torres Strait Islander staff.
- 14.2. The University has an aspirational target of 3% of Aboriginal and Torres Strait Islander employment across the University.
- 14.3. The University has established an Aboriginal and Torres Strait Islander Employment Steering Committee which will include two (2) Union representatives, at least one of whom will be Indigenous Australian.
- 14.4. To assist in reaching the aspirational target in 14.2, over the life of this Agreement the University will increase Aboriginal and Torres Strait Islander employment to the full-time equivalent of 25 Academic staff members and 100 Professional staff members by 30 June 2021.



- 14.5.** Should it be apparent to the parties to this Agreement that the targets in 14.2 and 14.4 may not be met, the parties will confer, in consultation with the Aboriginal and Torres Strait Islander Employment Committee with a view to determining what reasonable measures should be taken to increase Aboriginal and Torres Strait Islander employment to the targets specified in 14.2 and 14.4 above. The implementation of the measures so agreed between the parties shall be taken as compliance with clause 14.2 and 14.4 and as such the parties agree that a dispute under clause 13 cannot be taken in relation to clause 14.2 and 14.4.
- 14.6.** The University will appoint and maintain the position of an Australian Indigenous Employment Coordinator. This position will be an identified Indigenous position. The University will provide a report to the Staff Consultative Committees on Aboriginal and Torres Strait Islander employment at the University at least every six (6) months.
- 14.7.** For the purpose of this clause a person of Aboriginal and/or Torres Strait Island descent is a person who identifies as an Aboriginal and/or Torres Strait Island person and is accepted as such by their community.

## **15. Modes and Type of Employment**

- 15.1.** Nothing in this Agreement limits the number or proportion of staff that the University may employ in a particular type of employment unless otherwise specified in this Agreement.
- 15.2. Appointments – General Statement**
- a. The University may engage a person as a staff member in accordance with this Agreement on terms that correspond with the following types of employment:
- (i) Continuing employment (clause 16);
  - (ii) Research (Contingent Funded) employment (clause 17);
  - (iii) Fixed-term employment (clause 18); and
  - (iv) Casual employment (clause 20).
- 15.3.** The University will provide the Staff Consultative Committee(s) with a breakdown of modes and types of employment by full-time equivalent staff numbers and by Organisational Unit twice per annum.
- 15.4.** Employment other than Casual employment may be offered on a full-time or part-time basis.
- 15.5.** Part time staff are engaged for a specified proportion of full-time employment. A part-time staff member shall be entitled to the pro-rata proportion of salary and other benefits prescribed by this Agreement, unless otherwise specified.
- 15.6.** Affected part-time cleaners engaged before 27 June 2005 will continue to receive a loading of 19% as they continue to accrue leave entitlements.

## **16. Continuing Employment**

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

## 17. Research (Contingent-Funded) Employment

### Purpose

- 17.1. Research (Contingent-Funded) Employment (RCFE) represents a type of employment available to Fixed-term staff whose employment is funded by contingent funding; and who are to be appointed to their second or subsequent consecutive contract. RCFE is a means by which the University may recruit and retain staff, bridging the gaps between Fixed-term contracts linked to funding arrangements. It is not Continuing employment as defined by clause 16. It is however a potentially renewable form of Fixed-term appointment dependent on funding being available.

### Eligibility

- 17.2. A staff member engaged in Contingent Funded Research may apply for, or be offered, a RCFE contract where the staff member:
- a. Is to be appointed to their second or subsequent consecutive contract; and
  - b. The staff member 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.

- 17.3. Applications from a staff member seeking an RCFE contract must be made in writing to the relevant Executive Dean or Institute Director, who will advise the staff member in writing of the outcome within 30 days of receiving the application. An application may be refused on reasonable grounds. Reasonable grounds include:
- a. The criteria in clause 17.2 are not satisfied, and the Executive Dean or Institute Director declines to exercise their discretion; or
  - b. Where it is unlikely that there will be sufficient revenue or funding available to provide ongoing support for the staff member's employment beyond a further three (3) year period; or
  - c. The staff member's performance has not been assessed as satisfactory; or
  - d. The staff member 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; or
  - e. The staff member does not have sufficiently transferable skills that would reasonably enable the University to redeploy the staff member to another position within the University upon expiration of the existing research grant; or
  - f. The staff member is a student, and their status as a student was the primary reason for their appointment; and/or
  - g. The staff member is a genuine retiree (including a staff member who elected to change from Continuing employment to a pre-retirement contract).

### Conditions

- 17.4. Subject to clause 17.5 below, staff on RCFE will receive the same entitlements as Continuing staff, including superannuation.
- 17.5. Unless otherwise provided for in this clause, the following provisions in this Agreement do not apply to staff 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 staff employed on a Continuing contract of employment; or
  - c. Staff employed on other types of Fixed-term employment or employment schemes as specified elsewhere under this Agreement.
- 17.6.** Where a staff member 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 staff member to another equivalent position for the period of the notice.
  - b. The staff member 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 staff member 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**

- 17.7.** If, the contingent funding for the position is renewed during the notice period specified in the 'Notice Periods and Severance Payments for RCFE' provisions, the position is renewed, the notice period ceases to apply and employment continues.
- 17.8.** 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 staff member is entitled. In addition:
- 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 continuation of service until a decision on the contingent funding is made; or alternatively
  - 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 continuation of service. A staff member 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 alternatively
  - c. Payment of severance may be delayed for up to a maximum of twelve (12) weeks to maintain continuation of service, severance may be paid on termination, if it is agreed the staff member is not likely to be offered further employment by the University.
- 17.9.** 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 17.13 in this Agreement) will be made to the staff member.
- 17.10.** 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.
- 17.11.** The Supervisor will manage the above process on behalf of the University.

**17.12.** It is not the intention of this clause that the conditions of employment of a RCFE staff member be less favourable than if the staff member had been employed in a Fixed-term position subject to contingent funding. That is, a staff member 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 a staff member on a RCFE contract unless:

- a. The contingent funding that supports the position ceases or is insufficient; or
- b. The inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- c. Termination is in accordance with this Agreement.

**17.13. RCFE – Notice Periods and Eligibility for Severance Payments:**

- a. Notice periods and severance payments for RCFE are provided in this clause 17.13. The provisions in clauses 43 and 47 of this Agreement do not apply to RCFE.
- b. A staff member engaged on RCFE will be eligible for notice and severance payment in accordance with clauses 17.13 (c) and 17.13 (d) (below) if:
  - (i) the staff member is employed pursuant to this clause; and
  - (ii) the employment is terminated under clause 17.12 (a) or 17.12 (b) above; and
  - (iii) a transfer opportunity as specified in clause 17.6 (a) does not exist.
- c. Eligible staff will be provided with a minimum of four (4) weeks' notice of termination, or five (5) weeks if the staff member is over 45 years of age. The University may pay the staff member in lieu of notice.
- d. An eligible staff member will be provided with a severance payment in accordance with the following:

Period of Continuous Service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 8 years	8
8 years or more but less than 10 years	10
10 years or more but less than 14 years	14
14 years or more	16

## 18. Fixed-Term Employment

- 18.1.** 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.
- 18.2.** 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.
- 18.3.** For the purpose of this Agreement and for the purpose of determining which provisions apply to Fixed-term staff 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.
- 18.4.** The use of Fixed-term employment must be limited to the employment of a staff member 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 staff member** means a staff member:
    - (i) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the replaced staff member 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 positionuntil a full-time or part-time staff member 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 staff member 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 contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a Fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- (i) Such Fixed-term contract 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; and
- (ii) This is likely to require a reduction in future staff 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 staff member(s) will be offered a Continuing appointment where the staff member(s) was appointed through a merit-based selection, has demonstrated continued satisfactory performance and where no Continuing staff members 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 46 and 47) have been initiated and there is genuine uncertainty regarding the continuing need for vacant positions, until the change is implemented.

In any of the above circumstances, the period of Fixed-term employment must not extend beyond the timeframe agreed and specified for the change process, and in any case must not exceed two (2) years. Where Fixed-term appointments have been made under this category, any Change Proposal and implementation plan will outline how such appointments will be treated in the implementation of a new organisational structure.

**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 12 months, where the primary responsibility of the position is to gain experience in the clinical setting. Staff 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 staff member 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.

## 19. Alignment of Funding and Term of Contract

In an effort to increase the job security of staff employed on research contracts, it is agreed between the parties to this Agreement that they will form a working party comprising two (2) nominees of University and two (2) nominees of the Unions party to this Agreement who will work with the objective to develop a policy to align certainty of research funding with the duration of Fixed-term contracts. The working party is to commence meeting within twelve (12) months of the approval of this Agreement.

## 20. Casual Employment

### 20.1. Definition

- a. 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 staff member is not eligible. A Casual appointment is one where the staff member is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
- b. An essential feature of Casual appointments is that there is no expectation of further employment and the appointment may be terminated in accordance with the Fair Work Act 2009 (Cth) as amended from time to time.
- c. Casual staff 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 staff in the activities and life of the Organisational Unit.

- d. The University supports assisting suitably qualified Casual staff to obtain either part-time or full-time employment within the University where suitable vacancies arise. Existing Casual staff 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 staff will be given by selection panels when assessing applications for such ongoing fulltime and part-time positions.

## **20.2. Loading**

A Casual staff member will be paid a Casual loading of 25% in lieu of all paid leave entitlements, except Long Service Leave where a staff member is eligible.

## **21. Professional Staff Part-Year Employment**

- 21.1. Part-year employment provides for appointment of staff (either Continuing or Fixed-term) to work during peak work periods.
- 21.2. Staff who work under a Part-year employment arrangement are part-time staff for the purposes of this Agreement.
- 21.3. A staff member may request to receive their salary on an annualised or worked basis. Where this request can be accommodated it will not be unreasonably refused.
- 21.4. The number of weeks worked pursuant to this clause may vary across Organisational Units.
- 21.5. Staff who do not receive their salary on an annualised basis will be deemed to be on unpaid leave outside the periods of paid employment.
- 21.6. 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).
- 21.7. Part-year employment may only be offered for positions that would otherwise be filled by Casual staff.
- 21.8. All staff benefits including Personal Leave (Sick and Carer's), Recreation 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.
- 21.9. Accrued Recreation Leave will be taken at the end of the last period of paid employment for the calendar year.
- 21.10. The minimum term of a Fixed-term Part-year appointment under this clause is two (2) years.
- 21.11. A Part-year staff member 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.
- 21.12. Where a Casual staff member 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.



## 22. Individual Flexibility Arrangement

- 22.1.** This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009 (Cth) as amended from time to time.
- 22.2.** The University and a staff member 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 staff member to convert the Recreation Leave loading provided for in clause 50.6 (f) to three (3) days Additional Recreation Leave (“ARL”) in accordance with the relevant policy; and
  - b. The arrangement meets the genuine needs of the University and the staff member in relation to the matter mentioned in paragraph 22.2(a); and
  - c. The arrangement is genuinely agreed to by the University and the staff member; and
  - d. The arrangement does not require that anyone else approve it other than the staff member and the University.
- 22.3.** 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 2009 (Cth) as amended from time to time; and
  - b. Are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth) as amended from time to time; and
  - c. Result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 22.4.** The University must ensure that the individual flexibility arrangement:
- a. Is in writing; and
  - b. Includes the name of the Head of Organisational Unit and the staff member; and
  - c. Is signed by the Head of Organisational Unit and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
  - d. Includes details of:
    - (i) The terms of the Agreement that will be varied by the arrangement; and
    - (ii) How the arrangement will vary the effect of the terms; and
    - (iii) How the staff member 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.
- 22.5.** The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.6.** The University or staff member may terminate the individual flexibility arrangement:
- a. By giving no more than 28 days written notice to the other party to the arrangement; or
  - b. If the University and staff member agree in writing — at any time.
- 22.7.** The arrangement to convert recreation leave loading to ARL will normally be entered into on an annual basis and in accordance with the relevant policy and procedure.

## 23. Intellectual Freedom (Academic Freedom)

23.1. Intellectual freedom includes the rights of all staff to:

- a. Hold and express opinions about the operations of the University and higher education policy more generally;
- b. Pursue critical and open inquiry and (where appropriate) to teach, assess, develop curricula, publish and research;
- c. Participate, in a personal capacity, or where related to their discipline, in public debates about political and social issues;
- d. If appropriate, participate in public debates as a recognised expert or as a person with recognised specialist knowledge;
- e. Where appropriate, in exercising their freedom to carry out research, have a responsibility to conduct it in accordance with the principles of intellectual rigour, scientific enquiry and research ethics without any interference or suppression;
- f. Participate, in a personal capacity, or where related to their discipline, in professional and representative bodies including industrial associations and to engage in community service without fear of harassment, intimidation or unfair treatment by other members of the University community; and
- g. Express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate other persons or groups or to demean alternative points of view.

23.2. In the exercise of Intellectual Freedom, staff will observe the University Code of Conduct, act in a professional and ethical manner and in accordance with University policies, and will not harass, vilify, intimidate or defame the institution or its staff.

## 24. Transfer and Travel Between University Locations

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

### 24.2. 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 and TESOL Language Teachers such travel time will be considered work time; for Academic staff it will be included in workload calculations.
- b. Where a staff member is required to work at an alternative workplace, not designated as a normal place of employment in the offer of appointment, the staff member would only be expected to work part of the day at the alternative location.
- c. Where it is required that a Professional or TESOL Language Teachers member to either commence work or cease work elsewhere from the base location, or other normal place of work, all time necessarily spent in travelling outside normal working hours in excess of 30 minutes shall be deemed to be working time, paid at the normal rate for Professional staff and the non-teaching rate for TESOL Language Teachers.
- d. However, the staff member may elect to work for the whole day at the alternative workplace and travel from and to home at their own expense in their own time.

### **24.3. Transfer**

- a. If a staff member elects to transfer to the new workplace, a date and arrangements for the move will be agreed with the relevant Head of Organisational Unit. For staff required to travel from their existing home to the new place of work for longer than 60 minutes by public transport, or a distance greater than 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 days special leave to undertake the move of the staff member's household.
- b. Eligible staff will retain their entitlement to assistance with relocation expenses and paid special leave for two years from the time they commence work at the new location. This allows staff to move their household at a time that best suits family or other commitments.

### **24.4. Alternatives to Transfer**

If the staff member 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); or
- b. Voluntary redundancy; or
- c. Retrenchment.

- 24.5.** If it is reasonably practicable for a staff member to remain in their existing residence and commute to the new location, but the staff member does not wish to work there and the staff member cannot be redeployed, the employment relationship will be terminated.

## **25. Pre-Retirement Arrangements**

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

- 25.2.** In accordance with relevant University policy, pre-retirement contracts may be 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.

- 25.3.** Subject to meeting operational requirements, no written request by a staff member to enter into a pre-retirement contract, in accordance with this clause, will be unreasonably refused.

## **26. No Compulsory Retirement Age**

- 26.1.** The University will not enforce a compulsory retirement age for any staff member covered by this Agreement.

## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART B: Salaries and Related Matters

#### 27. Salaries and Salary Increases

**27.1.** The salary rates for Academic, Professional and TESOL Language Teacher staff are contained in the Schedules 2, 4, 5, 8 and 10. Those salaries will be increased on or from the dates set out below:

- |    |                  |                                       |
|----|------------------|---------------------------------------|
| a. | 28 February 2019 | 1.9%                                  |
| b. | 31 January 2020  | 1.9% or \$1800 (whichever is greater) |
| c. | 1 January 2021   | 2%                                    |

The above Salary increases are in addition to a salary increase made to staff (excluding trainees, staff on a supported wage system and junior staff) of 2% or \$1750 (whichever is greater) effective from 31 March 2018 and which will be paid by the University in the first pay period after the Agreement is made pursuant to section 182(1) of the Fair Work Act 2009 (Cth) as amended from time to time. The pay increase will only be paid to staff employed by the University at the time the Agreement is made.

#### 28. Salary Packaging

**28.1.** Depending upon the selected benefit staff are eligible to sacrifice a cash component of their Gross salary as determined by Australian Taxation Office. Administration fees may apply.

**28.2.** The combined amount of salary packaged benefits must generally not exceed 50% of the staff member's gross base salary, except where the staff member specifically requests a higher percentage be packaged as superannuation. Gross salary is as prescribed by clause 1.7 of this Agreement.

**28.3.** Access to salary packaging for staff 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.

**28.4.** Participation in any salary package arrangement is voluntary with freedom to choose from benefits that best meet the needs of the staff member. The University strongly suggests that staff considering salary packaging seek independent financial advice.

#### 29. Payment of Salary

**29.1.** Salary shall be paid fortnightly and by electronic funds transfer.

**29.2.** Pay details will be provided on a secure University web page so that staff can access salary details. Paper based payslips will not be provided. except to staff who do not have easy access to a computer.

- 29.3.** If salary is payable to a staff member when the staff member stops employment with the University, the wages will be paid to the staff member no later than 18 days after the employment ceases. However, staff will be entitled to earlier payment in emergency situations at the request of the staff member and approval by the Chief Human Resources Officer.
- 29.4.** A Casual staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative as identified by the University.

## **30. Recovery of Overpayments**

- 30.1.** Where it can be demonstrated that a staff member has been overpaid, the University will inform the staff member as soon as practicable of the Overpayment and will write to the affected staff member about the options available for repayment.
- 30.2.** A staff member who has received an Overpayment must inform the University of the error as soon as practicable.
- 30.3.** The timeline for repayment will be of reasonable length, having regard to the particular circumstances, including the size of the Overpayment. A schedule for recovery of the Overpayment will be provided to the staff member prior to any recovery activity. The staff member must not unreasonably refuse or withhold their authorisation for the University to deduct the Overpayment.

## **31. Set-off of Outstanding Payments**

- 31.1.** Where a staff member 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 staff member by way of salary, allowance, Recreation Leave or Long Service Leave, or any other benefits owing to the staff member by the University, any amount owed to the University by the staff member, arising from the staff member's employment.
- 31.2.** This clause does not preclude the University's legal right to pursue recovery of any outstanding monies.

## **32. Superannuation**

- 32.1.** The University will make employer superannuation contributions to UniSuper for all eligible current and new staff members.
- 32.2.** Full-and-part-time staff on Continuing appointments are eligible for UniSuper membership and entitlements, including 17% employer contributions.
- 32.3.** Full-time and part-time staff members on Fixed-term appointments of not less than 50% FTE, where the appointment is for two (2) years or more are eligible for UniSuper membership and entitlements, including 17% employer contributions.

- 32.4.** Research staff (Professional and Academic) are eligible for UniSuper membership including 17% employer contributions unless the appointment is:
- a. For less than 10 months; or
  - b. Part-time and less than fifty percent of an equivalent full-time position; or
  - c. The funding body does not accept responsibility for covering the cost of superannuation contributions.
- 32.5.** For staff not eligible for the 17% employer contribution, the University will make employer superannuation contributions of 9.5%, or the minimum compulsory employer contributions at the applicable legislation and fund requirement rates whichever is the greater.
- 32.6.** From the first pay period on or after 1 January 2021, all Continuing and Fixed-term staff will be eligible for UniSuper membership and entitlements, and will receive 17% employer superannuation contributions.
- 32.7.** Notwithstanding anything to the contrary in this clause, the University will maintain employer superannuation contributions to:
- a. Q Super Defined Benefit Plan;
  - b. Established member Q Super Accumulation Plan;
  - c. Q Super State Plan
- for all eligible staff members who are pre-existing members of one of the above schemes.
- 32.8.** Should changes to the Trust Deed and/or this clause be required because of external influences, the University will consult with staff and the relevant Staff Consultative Committee.

## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART C: Staff Development and Career Planning

#### 33. Staff Development and Career Planning

- 33.1.** The University is committed to providing professional development opportunities to advance staff 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 staff development activities through its staff development program.
- 33.2.** The parties to this agreement are committed to staff development and career planning.

#### 34. Supervisor Training

- 34.1.** The supervision of staff is an important component of their working environment. The University expects staff members to commence relevant Supervisor training within three (3) months of commencement as a Supervisor.
- 34.2.** Supervisor training shall include:
- a. Induction programs for Supervisors upon appointment;
  - b. An ongoing annual program of Supervisor training;
  - c. Training directed towards assessment of job performance;
  - d. Training which includes equal opportunity and affirmative action policies and guidelines;
  - e. Training on staff assessment techniques and the provisions of this Agreement; and
  - f. Training on the University Code of Conduct and related integrity matters.
- 34.3.** The Supervisor must undertake relevant training on assessment for the purposes of annual review prior to conducting any annual reviews of staff members.

#### 35. Enterprise Agreement Training

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

## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART D: Disciplinary Action and Termination of Employment Matters

#### **36. Decisions on Disciplinary Action or Termination of Employment**

- 36.1.** 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 through clauses 39 and 40 respectively.
- 36.2.** All decisions to discipline or terminate the employment of a staff member will be in accordance with provisions as set out in this Agreement. Nothing herein precludes the University from pursuing cases of abandonment of employment.
- 36.3.** The principles of procedural fairness will be observed in all matters concerned with Disciplinary Action or Termination of employment.
- 36.4.** The timelines referred in clauses 39, 40 and 41 may be varied by mutual agreement between the Relevant Senior Executive, the staff member or their Representative.
- 36.5.** This clause and clauses 39 and 40 shall have no application to Casual staff.

#### **37. Probation**

- 37.1.** A staff member's probation will be managed in accordance with relevant University policy. Probation entails setting and clarifying work performance expectations for staff members new to a position as well as ensuring opportunities for support are provided in order that appropriate expectations can be met.



- 37.2. 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 staff Fixed-term	6 months where the contract is for 1 year or more Pro-rata where the contract is for less than 1 year
Academic staff Continuing (Levels A – D)	3 years (possibility to extend in accordance with policy)
Academic staff Continuing Level E	By Agreement (up to 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 staff Fixed-term	3 months where the contract is for 1 year or more Pro rata where the contract is for less than 1 year Possibility to extend in exceptional circumstances to a maximum of 6 months
UQ-ICTE TESOL Language Teachers Continuing	6 months
Professional Staff Continuing	HEW Level 1 to 7 – 3 months with the possibility to extend in exceptional circumstances to 6 months. HEW Level 8 to 9 – 6 months

- 37.3. For all staff other than Continuing Academic staff, where the employment is not confirmed during probation, staff will be entitled to two (2) weeks' notice or payment in lieu.
- 37.4. A period of probation that commenced prior to the approval by the Fair Work Commission of this Agreement will continue in accordance with the staff member's contract of employment in place at the time the probation period commenced.

## 38. Termination During Probationary Employment – Continuing Academic Staff

- 38.1. The University may terminate with notice a probationary Academic 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 is serving a reasonable qualifying or probationary period determined and notified to the Academic in advance; and
  - The dismissal complies with the probation review and appeal procedures contained in the relevant policy; and
  - Notice of termination is given in writing.
- 38.2. 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.

38.3. A Continuing Academic terminated in accordance with clause 38 shall be entitled to:

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

whichever is the greater.

38.4. If at any time during the operation of these procedures, the staff member offers to resign with immediate effect, the resignation shall be accepted by the Relevant Senior Executive and the process will cease.

## 39. Misconduct / Serious Misconduct

39.1. Definitions and Procedural matters

a. For the purposes of this clause:

- (i) **'Misconduct'** means conduct on the part of a staff member that is unsatisfactory and inconsistent with the expectations of a staff member but which is not so serious as to justify the possibility of termination of employment.
- (ii) **'Serious Misconduct'** is misconduct 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 staff member concerned. Serious Misconduct can be represented by a pattern of behaviour or a single occurrence. It is normally limited to:
  - Theft from the University, or from staff or students;
  - Assault involving another staff member, or student, or which is occasioned on campus or at a work related function or activity;
  - Conduct of a kind which constitutes a significant impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties;
  - 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;
  - Conduct of a serious nature which in the reasonable opinion of the University breaches the University's Code of Conduct; and / or
  - Serious dereliction of the duties required of the staff member's position.

39.2. **'Disciplinary Action'** means action by the University to discipline a staff member and may include one or a combination of the following:

- Counselling training and/or retraining;
  - Formal warning;
  - Withholding of an increment for one year;
  - Removal of one or more increments;
  - Demotion or temporary demotion by one classification level;
  - Redeployment to another position with or without demotion or loss of salary;
  - Reallocation of duties; and / or
  - In the case of Serious Misconduct only, termination of employment without notice.
- a. Staff 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, whether the staff member has committed an act or acts of Misconduct and / or Serious Misconduct.
- c. Staff are entitled to be represented throughout proceedings under this clause by a Representative as defined in this Agreement.
- 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 staff member 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 legislative reporting requirements.
- f. It is in the interests of all parties that disciplinary processes are finalised in a timely manner.

### **39.3. Suspension**

- a. If at any time the Chief Human Resources Officer is of the view that a staff member's alleged conduct is such that it would be unreasonable and/or pose a risk for the University to continue the staff member's attendance at work, the Chief Human Resources Officer may suspend the staff member with or without pay and inform the staff member in writing.
- b. Where suspension without pay occurs:
  - (i) The staff member can draw on any Recreation 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 staff member may be excluded from the University, provided that the staff member will be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- d. If the staff member is for any period suspended without pay, then, following the process required by this clause, if it is determined that the staff member has not engaged in Misconduct or Serious Misconduct, the staff member will be reimbursed any lost salary and entitlements.

### **39.4. 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 which 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 staff member with a written statement of expectations in relation to their conduct; and / or
  - Giving the staff member 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 staff member's file. This may include a statement from the staff member in relation to the matter.

**39.5. Referral of Possible Misconduct / Serious Misconduct to the Relevant Senior Executive**

Where a matter is not or cannot be resolved in accordance with 39.4 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.

**39.6. 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 staff member of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them.

**39.7. Response to Notice of Allegations**

The staff member 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.

**39.8. Relevant Senior Executive's Determination**

- a. Within ten (10) working days after the date of receipt of the staff member's response, the Relevant Senior Executive must form a view and advise the staff member 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 staff member's response (if any), the Relevant Senior Executive is reasonably satisfied that the case against a staff member has 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 staff member 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 staff member prior to making a final decision.

**39.9. Committee of Review**

If the staff member 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 41 of this Agreement.

#### 39.10. 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 staff member or any other University staff member. 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.

## 40. Unsatisfactory Performance

#### 40.1. 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 staff member through use of the diminished performance measures provided in relevant policy and procedures without a demonstrable improvement in performance, the Supervisor shall advise the staff member that unsatisfactory performance procedures are being instigated.
- b. The staff member 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 a staff member may be represented by their Union or by another Representative of the staff member's choice.

#### 40.2. Unsatisfactory Performance Step One

- a. The Supervisor will have a discussion with the staff member to identify:
  - (i) The performance issue(s) in question and the expectations of the position;
  - (ii) Improvements required of the staff member;
  - (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 staff member to address the issue(s), including but not limited to ensuring the staff member has had, or has access to appropriate training to ensure, to the extent relevant, that the expectations of the position are met; and
  - (v) The outcomes if the staff member 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 staff member. The staff member may reply to the summary and both the summary and any response will be kept on the staff member's staff file.

- b. The Review Period will be:

Staff	Review Period
Academic staff	Ordinarily no less than 6 months
Professional staff	Ordinarily no less than 3 months

- c. The Review period will be determined by the staff member's Supervisor having regard to the matters set out in 40.2(a) and 40.2(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 staff member'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 staff member. The staff member will be required to maintain their performance for six (6) months from this date. If the staff member'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 40.2.(e) below.
- e. The Supervisor may discuss alternative strategies with the staff member 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 staff member to a position at the same or lower classification;
  - (ii) Execution of a pre-retirement contract of no more than twelve months duration, with appropriate duties and classification level; and
  - (iii) Arrangements and assistance to enable the staff member to seek alternative employment outside of the University.

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

#### **40.3. 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 staff member. The staff member 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 staff member's response (if any) will be retained on the staff member'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 staff member, 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.

#### **40.4. 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 staff member 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 staff member by the Head of the Organisational Unit. The staff member 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 staff member's response, (if any) will be retained on the staff member's file.

#### **40.5. Unsatisfactory Performance – Disciplinary Action**

- a. The Relevant Senior Executive must be satisfied that:
  - (i) Appropriate steps have been taken to bring the staff member's performance to their attention;
  - (ii) The staff member was provided with an adequate opportunity to respond;
  - (iii) Any response of the staff member was taken into account; and
  - (iv) The staff member had a reasonable opportunity to remedy their performance.

- b. The Relevant Senior Executive will advise the staff member in writing what action will be taken, which may include but is not limited to:
  - (i) No further action; or
  - (ii) Recommendations for alternative strategies; or
  - (iii) Disciplinary Action.
- c. The Disciplinary Action that may be imposed under this process includes one, or any combination, of the following:
  - (i) Formal warning;
  - (ii) Transfer to another position with or without demotion or loss of salary;
  - (iii) Demotion or temporary demotion by one classification level;
  - (iv) Removal of one or more increments; and / or
  - (v) Termination of employment (dismissal).
- 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 staff member 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 staff member prior to making a final decision.

#### **40.6. Committee of Review**

If the staff member does not accept the determination and/or Disciplinary Action (other than a decision to apply a Disciplinary Action of a formal warning), he or she may refer the matter through the relevant Senior Executive to a Committee of Review in accordance with clause 41 of this Agreement.

#### **40.7. 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 2009 (Cth) as amended from time to time or the notice period provided in the staff members 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 staff member offers to resign with immediate effect, the resignation shall be accepted by the Relevant Senior Executive and the proceedings will cease.

### **41. Committee of Review**

**41.1.** Any referral to a Committee of Review must occur within five (5) working days of the staff member receiving the Relevant Senior Executive's determination. The Committee will meet to deal with the matter, on the papers, as soon as practicable.

**41.2.** The Committee of Review shall comprise:

- a. A Chair of the Committee, appointed by the Relevant Senior Executive agreed between the Relevant Senior Executive and the members of the relevant Staff Consultative Committee other than those representing management; and
- b. A staff member nominated by the Relevant Senior Executive; and
- c. A staff member nominated by the members of the relevant Staff Consultative Committee other than those representing management.

- 41.3.** 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.
- 41.4.** The Committee will operate in accordance with the principles of natural justice.
- 41.5.** A staff member 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.
- 41.6.** The University must provide any further written submissions to be considered by the Committee within five (5) working days after receipt of a staff member's submission, or the passing of time referred to in clause 41.5.
- 41.7.** Upon receipt of the documentation referred to at clauses 41.5 and 41.6, or on the passing of time provided for in 41.5 and 41.6 the Committee will:
- a. Meet to consider the matter on the papers.
  - b. Determine by majority whether it is necessary to hear from the staff member and or other witnesses concerned and/or a delegate of the University. Where the staff member requests to be heard they will be heard. Where either the staff member 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 staff member;
    - (iii) Whether, in the opinion of the Committee, there are any mitigating circumstances raised by the staff member; 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.
- 41.8. 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 or Serious Misconduct has occurred, determine to impose Disciplinary Action; and
    - (iv) Shall advise the staff member 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.



**41.9. Suspension During Review Process**

Where the determination of the Relevant Senior Executive is termination of the staff member's employment and the staff member elects to have the matter considered by the Committee of Review, the staff member will be suspended in accordance with clause 39.3. Suspension in this circumstance will be without pay.

**42. Medical Conditions Affecting Performance**

**42.1.** Where a staff member's capacity to perform the duties of their position is in doubt, the Relevant Senior Executive may direct, in writing, the staff member 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 a staff member with separate written requests for each examination.

**42.2.** The Relevant Senior Executive shall provide a staff member 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 staff member.

**42.3.** Where the staff member makes an application to their superannuation fund for ill health retirement or temporary disability benefit prior to the medical examination(s), the staff member cannot be required to attend a medical examination(s) in accordance with clause 42.1 or 42.4 until one of the following occur:

- a. For a member of Unisuper or QSuper, 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 staff member 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).

**42.4.** The Relevant Senior Executive may only direct a staff member to attend a medical examination(s) in these circumstances where the capacity of the staff member to perform their duties remains in doubt.

**42.5.** A copy of the medical report will be provided to the staff member unless medical advice recommends otherwise. The medical report will remain the property of the University.

**42.6.** If the medical examination reveals that the staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Relevant Senior Executive may:

- a. Direct that a redeployment search commence for the staff member either to 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 staff member in accordance with the notice required by the staff member's contract of employment or this Agreement.
- c. Prior to taking action to terminate the employment of a staff member, the Relevant Senior Executive may offer the staff member 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 staff member the provisions of clause 43 apply.

- 42.7.** Where a staff member does not accept the findings of the medical report and where the staff member 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 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 staff member 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 staff member or their Representative as soon as practicable and no later than 25 working days after the date of receipt of the medical report.
- 42.8.** Where a staff member or their Representative requests that a panel be convened, the Relevant Senior Executive shall suspend any redeployment search and shall not terminate the staff member in accordance with this clause, until the findings of the panel are received.
- 42.9.** The Relevant Senior Executive may construe failure by a staff member to undergo a medical examination in accordance with these process as prima facie evidence that such a medical examination would have found that the staff member is unable to perform their duties and is unlikely to be able to resume them within 12 months. In this circumstance the Relevant Senior Executive may act accordingly, provided that such a refusal by a staff member 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.
- 42.10.** The provisions in this clause will not displace or over-ride any workers' compensation schemes or relevant legislation either State or Commonwealth.
- 42.11. Subsidiary Matters**
- a. A staff member who receives a temporary disability benefit from the superannuation fund shall not accrue leave entitlements during this period.
  - b. Where a superannuation fund determines a staff member is permanently disabled the University shall be entitled to consider that the staff member's employment has ceased.
- 42.12. Work Health and Safety Concerns**
- Nothing in this clause shall restrict any right the University may have to direct a staff member to attend a medical appointment where there are genuine work health and safety reasons for this. Any such direction shall operate independently of this clause and not be part of the procedure of this clause.

## **43. Termination of Employment**

- 43.1.** Other than termination in circumstances of Probation, Serious Misconduct or Unsatisfactory Performance, the written notice specified in clause 43.2 will apply:
- a. For staff members who resign, other than Casual staff, except where a different period is specified in their contract of employment; or
  - b. For the University, except where a different period is specified in the staff member's contract of employment.

- 43.2. The notice provided in this clause will apply provided that the statutory minimum contained in the Fair Work Act 2009 (Cth) (as amended from time to time) is met.

Academic Staff Member – Period of Appointment	Notice provided by Staff Member and University
Continuing Academic	6 months
Fixed-term Academic for appointment of one year or more duration	6 months
Fixed-term Academic for appointment of less than one year duration	1 month

Professional Staff Member - Period of Continuous Service	Notice provided by Staff Member and University
TESOL Language Teachers	4 weeks
HEW Level 1 to HEW Level 5 (with less than 3 years service)	2 weeks
HEW Level 1 to HEW Level 5 (with 3 years or more, but less than 4 years service)	3 weeks
HEW Level 1 to HEW Level 5 (with 4 years or more service)	4 weeks
HEW Level 6 to HEW Level 9	4 weeks

- 43.3. Where a Professional staff member or TESOL Language Teacher has been employed continuously by the University for the preceding two (2) year period and are over the age of 45, they are entitled to one (1) weeks additional notice from the University.

- 43.4. If a staff member fails to give notice the University will have the right to withhold monies due to the staff member with a maximum amount equal to the ordinary time rate of pay for the notice period.

- 43.5. Where a staff member provides notice, the University may agree to waive the staff member's notice period and the staff member will not be required to work out the balance of the notice period.

- 43.6. The University may provide payment in lieu of notice.

**43.7. Fixed-Term Staff Members – Notice of Cessation**

- a. The University shall provide a Fixed-term staff member written notice of the University's intention to renew or not to renew employment with the staff member 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 or not to renew employment with the staff member upon expiry of the contract of employment, contained in the staff member's contract of employment; or

(ii)

Period of continuous service	Period of notice
Less than 3 years	At least 2 weeks.
3 years or more but less than 5 years	At least 3 weeks.
5 years or more	At least 4 weeks.

- b. In addition to the notice set out in the table above, a staff member over the age of 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 those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given, and
  - (ii) Gives notice to the staff member at the earliest practicable date thereafter.

#### **43.8. 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 staff member renewal in the position where:
  - (i) The duties of the position continue as they were at the date of expiry of the appointment; and
  - (ii) The staff member 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.

#### **43.9. Fixed-Term Staff Members – Severance Pay**

- a. A Fixed-term staff member whose contract of employment is not renewed will be entitled to a severance payment if:
  - (i) The staff member seeks to continue employment; and
  - (ii) The staff member 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) The staff member 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 a staff member in writing that further employment may be offered within six (6) weeks of the expiry of a period of Fixed-term employment, then payment of severance benefits 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 a staff member otherwise entitled to severance payment, then that staff member is not entitled to severance payment.

- d. Severance payment entitlements 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 1 year	nil
1 year or more but less than 2 years	4 weeks pay
2 years or more but less than 3 years	6 weeks pay
3 years or more but less than 4 years	7 weeks pay
4 years or more	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.

## 44. Grievances

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

## 45. Certificate of Employment

If requested by a staff member, a certificate of employment shall be provided by the University to such staff member upon termination of their employment. The certificate shall supply details of the date of the staff member's commencement and termination of their employment and the designations held by the staff member.

## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART E: Consultation on Major Change

#### 46. Organisational Change and Job Security

- 46.1.** 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.
- 46.2.** The provision of the greatest degree of job security for staff is important to the University in implementing Organisational Change and natural attrition is the preferred method of effecting change. It is agreed that:
- a. Casual employment is a supplement to, and not a substitute for, the creation of Continuing and Fixed-term positions.
  - b. Compulsory redundancy is a last resort and should be avoided if possible.
- 46.3.** Where the proposed Organisational Change will not result in job loss consultation must occur with all staff, 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.

#### 47. Consultation in Relation to Major Organisational Change

- 47.1.** The management of Major Organisational Change is enhanced by genuine Consultation between the University, the Unions party to this Agreement and affected staff. Affected staff may be represented for the purposes of Consultation.
- 47.2.** 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 two (2) positions are identified as excess to requirements, provided that:
    - (i) This does not result in an unreasonable workload for other staff in the work area; and
    - (ii) The staff member or members concerned agree to take a Voluntary Redundancy Package (VRP).
  - c. Where staff members are transferred with their agreement to a position at the same classification with substantially the same duties within the University or in another University or Higher Education Institution.

- 47.3.** 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 staff, members of the relevant Staff Consultative Committee and the Unions party to this agreement
- (i) The Proposal will provide adequate detailed information and justification for 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 staff, identification of what work is no longer required to be performed and what work will be transferred to other staff, and workload allocations; and
  - **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 staff to like positions in the proposed structure, protecting equity, any impacts on workloads and the criteria for identifying staff to be retrenched, if such retrenchments become required.
- (ii) The relevant senior manager (or nominee) will provide opportunities for staff to discuss and provide feedback in relation to the Proposal during the Consultation period.
- (iii) Normally there will be a period of fifteen (15) working days for Consultation with affected staff, unless the parties to this agreement agree to an alternative period.
- (iv) The senior manager will give consideration to matters raised by staff 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 47.3(b)(vi) without undertaking the further Consultation required by clause 47.3(b)(i-v).
- b. **Final Proposal:**
- (i) If, clause 47.3 (a)(v) has not been enlivened and, after giving consideration to 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, indicates amendments should be made to the Proposal, and where such 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 staff, members of the relevant Staff Consultative Committee and the Unions party to this Agreement.
- (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 staff has occurred;
  - Workload issues have been addressed and proposed workloads are reasonable and equitable;

- The recommendations, including criteria for identifying staff to be retrenched are fair and reasonable; and
- The proposed implementation of the changes is reasonable and timely.

If the Committee calls for modifications, these will be considered by the relevant senior manager.

- (v) No earlier than ten (10) working days after the release of the Final Proposal, the Final Proposal together with feedback received from affected staff 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.

#### **47.4. Implementation of the Proposal**

- a. Where the implementation of the Proposal results in job loss a staff member 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 Voluntary Redundancy Package (VRP) and leave the University at the earliest opportunity (taking into account operational requirements);
  - (ii) Seek redeployment in accordance with clause 47.5; or
  - (iii) Seek appointment on a part-time basis. The staff member 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 staff 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 staff.
- c. A staff member who accepts a VRP will receive the Redundancy Payment described in clause 47.6 or clause 47.7 and will leave the University at the earliest opportunity.
- d. A staff member 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 paid a Redundancy Payment in accordance with clause 47.6 or 47.7 and will leave the University at the earliest opportunity.

#### **47.5. Redeployment**

- a. A staff member 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 staff member. 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. A staff member 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 staff member of possible redeployment opportunities. The staff member should also notify Human Resources of positions for which they wish to be considered.



- f. The provisions of clause 47.4(a)(ii) and this clause 47.5 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 staff member will be retrenched with immediate effect and paid the redundancy amounts specified in clause 47.6 or 47.7 plus an additional five (5) weeks salary.
- g. Where a staff member has sought redeployment and has not been successful, the staff member and the relevant senior manager may agree the staff member's cessation date. The staff member may apply to take a period of their accrued Recreation or Long Service leave prior to the cessation date.
- h. Subject to operational requirements, a staff member may request redeployment prior to the timelines set out in clause 47.4 at any stage of the process where it becomes apparent that the staff member'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 staff member and recommend to the Relevant Senior Executive that the staff member 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 staff member and the relevant manager.
- j. Staff members who are unable to be redeployed will be paid a Redundancy Payment calculated in accordance with clause 47.6 or 47.7 on termination of their services.
- k. If the staff member is redeployed to a position at a lower rate of pay than their former position, the staff member will remain on the higher salary for a period of three (3) months except in circumstances where a staff member is redeployed to a position two or more classification levels below the position that was disestablished, in which case the staff member 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 lower level position occurs the University will protect the member's superannuation entitlements by continuing to pay the employer's superannuation contribution at the member's previous classification salary rate and will also pay the difference between the member's former contribution at the old salary level and the member'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.

#### **47.6. Redundancy Payment – Pay Calculation for Academic Staff**

- a. This clause applies to Continuing staff (full-time or part-time) and does not apply to staff appointed on a Casual, Research (Contingent Funded) or Fixed-term basis.
- b. A staff member 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 staff member will receive:
  - (i) Notice in accordance with staff member's contract of employment, or payment in lieu of all or part of the notice period;

- (ii) Retrenchment payment calculated as follows:

12 months pay (Less PAYG tax)

Plus

Severance payment (Less concessional tax)	Payment
Up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- (iii) Pro rata Long Service Leave entitlements for staff 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 a staff member requests to leave employment prior to the proposed cessation date. Where, pursuant to this clause, a staff member leaves employment prior to the nominated cessation date, the remainder of their notice will be paid in lieu.
- f. Where a staff member 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 staff member 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.

**47.7. Redundancy Payment – Pay Calculation for Professional and TESOL Language Teacher Staff**

- a. This clause applies to Continuing staff (full-time or part-time) and does not apply to staff appointed on a Casual, Research (Contingent Funded) or Fixed-term basis.
- b. Staff 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 12 weeks payment and a maximum of 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 staff member will not be included.
- (ii) Pro rata Long Service leave entitlements for staff with five (5) years or more service.

(iii) Notice calculated as follows, or pay in lieu of notice:

Staff member's Period of Continuous Service with the Employer	Period of Notice	Over 45 years of with 2 years or more Continuous Service
Not more than 1 year	1 week	
More than 1 year but less than 3 years	2 weeks	3 weeks
More than 3 years but less than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- c. Where a staff member 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 staff member will remain entitled to:
- (i) The full amount of the Redundancy Payment (calculated as above) for a period of up to 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 3 month period, provided that long service leave shall be calculated as from the last date of actual employment with the University.

#### 47.8. 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.

## 48. Outsourcing

- 48.1. Where a relevant senior manager decides that there is a possible need for outsourcing work that is currently being performed by University staff, the University will initiate Consultation with affected staff members and the relevant Union parties to the Agreement. Such Consultation will occur prior to any final decision by the University to take any steps to outsource the work.
- 48.2. The relevant senior manager will provide all relevant documentation and information on the proposal including why it considers contracting out to be necessary and shall consult in good faith about whether the work should be contracted out and alternatives to contracting out to minimise any possible impact on existing staff members. 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.
- 48.3. 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.
- 48.4. Where a decision to outsource will result in the redundancy of a number of positions in excess of those exemptions listed in clause 47.2, this will occur in accordance with the provisions of clause 47 – Consultation in Relation to Major Organisational Change.
- 48.5. Where the decision has been made to outsource work, the University will use its best endeavours to negotiate employment arrangements with:

- a. The affected staff and the relevant Unions, or other staff representatives the staff choose; and
  - b. The outsourcing provider with a view to assisting affected staff to move to, or have the option of employment with, the outsourcing provider. Nothing herein however prejudices the outsourcing provider's rights to determine conditions of employment.
- 48.6.** Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of Professional staff (for example, 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.
- 48.7.** Nothing in this clause limits the right of the University to hold discussions with potential providers of outsourcing services or arrangements.

## **49. Use of Contractors**

- 49.1.** This clause does not apply to contracting arrangements in relation to Academic staff.
- 49.2.** 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; or
  - c. Where that expertise could not reasonably be obtained by existing in-house staff; or
  - d. Where the nature of the work is considered to be outside the work parameters expected of staff; or
  - e. In the case of an emergency or unforeseen exigency.
- 49.3.** Where appropriate, lack of skills identified under this clause shall be targeted for inclusion in training/career development programs.
- 49.4.** Consultation will take place between the University, affected staff and their Representatives should the University wish to employ contractors to perform ongoing work that is currently being undertaken by staff. Except in the case of an emergency, such Consultation will take place prior to the decision to contract out services.

## CHAPTER 1 APPLICABLE TO ALL STAFF

### PART F: Leave Entitlements

#### 50. Leave Entitlements

**50.1.** The following clause sets out the basic entitlements for staff in each of the leave categories. Detailed provisions for the granting and taking of leave and all leave related entitlements by various categories of staff and the arrangements for payment while on leave will be in accordance with the relevant University policies.

**50.2.** Where a policy contains procedures that detail how a staff member 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.

**50.3.** For the purposes of the Agreement “Casual cleaners engaged prior to 27 June 2005” are considered to be part-time staff.

**50.4.** Except where specifically stated otherwise, part-time staff will be entitled to pro-rata the full-time leave accrual and Casual staff have no leave entitlement.

**50.5.** Records of leave applications, takings and balances will be maintained.

#### **50.6. Recreation Leave**

- a. Full-time staff members will be entitled to 145 hours (20 days) for each 12 months of continuous paid service.
- b. Full-time staff members on three (3) continuous shifts per day over a period of seven (7) days per week will be entitled to 181 hours 15 minutes (25 days) for each 12 months of continuous paid service.
- c. It is expected that all Recreation Leave is taken within 12 months of accrual.
- d. Subject to operational requirements and as far as reasonably practicable, leave should be taken at a time which is convenient to the staff member.
- e. Direction to take Recreation Leave:
  - (i) Before any direction is made to take Recreation Leave a staff member may accrue leave up to 290 hours (40 days) for full-time staff and 362.5 hours (50 days) for shift workers.

Leave in excess of 290 hours (40 days) for full-time staff and 362.5 hours (50 days) for shift workers will be considered as excess leave for the purposes of this clause.

- (ii) The University may direct a staff member with excess leave, to take leave as follows:
  - Accrual of 60 days or more, up to 30 days leave.
  - Accrual of 50 to 60 days, up to 25 days leave.
  - Accrual of 40 to 50 days, up to 20 days leave.

- (iii) Where a Staff member has excess Recreation Leave (as above) they may apply to cash out up to 50% of the Recreation Leave they have been directed to take, provided that after the cash out the staff member will have at least four (4) weeks of Recreation Leave remaining.

Each cashing out of a particular amount of Recreation Leave must be by a separate agreement in writing between the University and the staff member. The staff member must be paid at least the full amount that would have been payable to the staff member had the staff member taken the Recreation Leave that the staff member has forgone.

- (iv) Where the University directs a staff member to take Recreation Leave, the Supervisor will:
- Discuss the timing of the leave with the staff member allowing the staff member, subject to operational requirements, an opportunity to take an appropriate amount of leave at a time convenient to the staff member;
  - Allow the staff member to take leave in one or more blocks if the staff member wishes to do so; and
  - Provide the staff member with reasonable notice of the leave to be taken.
- (v) Subject to an application for cashing out, Recreation Leave directed to be taken will be regarded as having been taken in accordance with that direction, except where a staff member applies to cancel the leave and approval is granted.

- f. Recreation Leave Loading for all staff 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.

#### **50.7. Purchased Leave**

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

#### **50.8. Personal Leave (Sick and Carer's Leave)**

- a. Full time staff are entitled to 72.5 hours (10 days) (cumulative) paid leave in any 12 consecutive months of employment.
- b. Continuing and Fixed-term Academic staff engaged on a continuous basis since the day immediately prior to approval of this Agreement will be entitled to a further 35 days personal (sick) leave per annum, non-cumulative.
- c. Casual staff are entitled to unpaid Personal Leave.
- d. Personal leave accrues pro-rata from date of commencing duty.
- e. Accumulated leave is not paid out at resignation/ retirement.
- f. Carer's Leave is available for dependent children, immediate or extended family and significant others.
- g. A medical certificate or statutory declaration is needed for more than three (3) consecutive days of leave.
- h. For a staff member whose partner is confirmed as pregnant, or where the birth of a staff member's child is by a legal surrogacy arrangement, the staff member 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 staff member may be required to provide medical certificate(s) or a statutory declaration confirming the pregnancy and their attendance at the appointment(s).

**50.9. Additional Carer's Leave for All Staff**

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

**50.10. Compassionate Leave**

Continuing and Fixed-term staff 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 staff member'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 staff member's immediate family or household. This entitlement also extends to members of a community of Indigenous Australians or where recognised cultural relationship exists. Casual staff are entitled to two days unpaid leave.

**50.11. Defence Forces Leave**

- a. All staff members are entitled to unpaid leave.
- b. All staff members, other than Casual staff, 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, staff engaged in initial recruit training are eligible for salary supplementation for a period of up to five (5) weeks.

**50.12. Community Service Leave**

- a. Staff members are entitled to unpaid leave for Community Service which includes:
  - (i) State Emergency Service;
  - (ii) Qld Ambulance Service;
  - (iii) Qld Fire & Rescue Service;
  - (iv) Qld 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 staff members (other than Casual staff) for jury duty and for other community service leave is in accordance with the relevant policy.

**50.13. Long Service Leave**

- a. Full-time staff members 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.
- b. Casual staff 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.

- c. Staff will be entitled to take:
  - (i) 1 to 4 weeks leave on three months' notice.
  - (ii) More than 4 weeks' leave on six months' notice.
- d. A notice period may be waived by the Head of the Organisational Unit.
- e. A staff member may also apply to cash out an equivalent period of leave to the period of leave approved to be taken.
- f. A staff member may request to take their leave at half-pay subject to operational requirements.
- g. Direction to take Long Service Leave:
  - (i) Where a staff member has more than 15 weeks Long Service Leave accrued, they may be directed to take up to four weeks Long Service Leave.
  - (ii) Where the University directs a staff member to take Long Service Leave, the Supervisor will:
    - Discuss the timing of the leave with the staff member allowing the staff member, subject to operational requirements, an opportunity to take an appropriate amount of leave at a time convenient to the staff member;
    - Allow the staff member to take leave in one or more blocks if the staff member wishes to do so; and
    - Provide the staff member with reasonable notice of the leave to be taken.
  - (iii) Subject to any application for cashing out, Long Service Leave directed to be taken will be regarded as having been taken in accordance with that direction, except where cancellation of this leave is sought and approved.

**50.14. Special Paid or Unpaid Leave**

- a. In cases of pressing necessity staff 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. The entitlement to Special Leave is at the discretion of the University.

**50.15. Domestic and Family 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 well-being or that of someone else.
- b. All staff, including Part-time and Casual staff, affected by domestic or family violence are entitled to up to 10 days paid leave under clause 50.14, Special Paid or Unpaid Leave.
- c. Additional Special Paid or Unpaid Leave may be approved at the discretion of the University.
- d. The staff member shall provide the University with notice as soon as reasonably practicable of their request to take leave under this clause.



- e. The University may require evidence that the leave is for the purpose set out in part (b) of this clause. 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; and / or
  - (v) Written advice or a statutory declaration from the staff member.
- f. The University must take all reasonable measures to ensure that any personal information provided by the staff member relating to the staff member's experience of domestic and family violence is kept confidential subject to any obligations of disclosure under law.

**50.16. Cultural Leave**

Aboriginal and Torres Strait Islander staff are entitled to up to five (5) days Special Paid Leave to attend to Indigenous Australian cultural/ceremonial obligations. Staff will provide documentation, where appropriate, to their Supervisor.

**50.17. Parental Leave**

**a. Unpaid Parental Leave**

- (i) Fixed-term or Continuing staff who have completed 12 months of continuous service, or long term Casual staff who have a reasonable expectation of continuing employment on a regular and systematic basis, will be entitled to up to 52 weeks Unpaid Parental Leave (less any Paid Parental Leave) if the leave is associated with:
  - The birth of a child of the staff member; or of the staff member's partner; or the adoption of a child under 16 who has not or will not have lived continuously with the staff member for a period of 6 months at the day of placement and is not (otherwise than because of the adoption) a child of the staff member or the staff member's partner; and
  - The staff member has or will have responsibility for the care of the child.
- (ii) Staff eligible for Unpaid Parental Leave may request an additional period of up to 52 weeks Unpaid Parental leave.
- (iii) Fixed-term or Continuing staff with less than 12 months continuous service who are the parent of, and will be the primary caregiver for, a newborn child; or who will be the primary caregiver for an adopted child under 16 who has not or will not have lived continuously with the staff member for a period of 6 months at the day of placement and is not (otherwise than because of the adoption) a child of the staff member or the staff member's partner, will be entitled to 26 weeks Unpaid Parental Leave.
- (iv) Staff are entitled to access accrued Recreation Leave and Long Service Leave during periods of Unpaid Parental Leave.
- (v) Unpaid Parental Leave generally must be taken in a single continuous period, in accordance with the Fair Work Act 2009(Cth) as amended from time to time.

**b. Paid Parental Leave**

Fixed-term or Continuing staff who have completed 12 months of continuous service and who:

- (i) Give birth to a child and are the primary caregiver of the child; or
- (ii) Are a parent and primary caregiver of a child born in a legal surrogacy arrangement; or
- (iii) Adopt, and are the primary caregiver of, a child less than five years of age who has not lived continuously with the staff member for a period of 6 months or more and is not the child of the staff member's partner

are entitled to up to 26 weeks Paid Parental Leave subject to 50.17(d) below.

Paid Parental Leave must be taken in a single continuous period and must commence no later than the date of birth of the child or the date of placement of an adopted child.

**c. Paid Parental Leave (Paid Primary Caregiver Leave)**

Fixed-term or Continuing staff who have completed 12 months of continuous service and who:

- (i) Are the parent of a new born child or a newly adopted child who is under the age of five (5), is not the child of the staff member's partner and who has not lived continuously with the staff member for a period of 6 months or more; and
- (ii) Are not eligible to access Paid Parental Leave; and
- (iii) Will be the primary caregiver for the child

are entitled to up to 14 weeks Paid Primary Caregiver Leave subject to 50.17 (d) below.

Staff accessing Paid Primary Caregiver Leave will be required to provide evidence that they will be the Primary Caregiver during the period of leave, including (where applicable) confirmation that the other parent has returned to work.

Paid Primary Caregiver Leave must be taken in a single continuous period and must be completed by no later than 12 months after the date of birth of the child or the date of placement of an adopted child.

**d. Where Both Parents are Staff Members of the University**

Where both parents are staff members of the University and meet the eligibility criteria in 50.17 (b) and 50.17 (c) respectively, a maximum entitlement to 26 weeks Paid Parental Leave may be shared between them.

**e. Payment for Paid Parental Leave and Paid Primary Caregiver Leave**

- (i) Payment for Paid Parental Leave and Paid Primary Caregiver Leave will be determined by averaging the staff member's service fraction for the 12 months prior to the commencement of the leave.
- (ii) From 1 January 2020, payment for second or subsequent periods of Paid Parental Leave or Paid Primary Caregiver Leave will be determined by averaging the staff member's worked service fraction for the 12 months prior to the commencement of the leave.
- (iii) Paid Parental Leave and Paid Primary Caregiver Leave may be paid proportionately over a period of up to 52 weeks.

**f. Partner Leave**

- (i) Fixed-term or Continuing staff who are not primary care givers but share the parenting responsibilities are entitled to two weeks paid leave in any 12 consecutive months of employment.
- (ii) Partner Leave may be taken in addition to Paid Primary Caregiver Leave.
- (iii) Partner Leave entitlements must be taken in the period one (1) week before and six (6) weeks after the date of birth or date of placement for adoption of the child and can be taken in separate periods of at least one (1) day at a time.

**g. Pre-Natal leave**

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

**h. Early Termination of Pregnancy**

- (i) Where the pregnancy of a staff member terminates within 28 weeks of the expected birth of the child other than by the birth of a living child, staff may use Compassionate Leave and accrued Personal Leave as recommended to be taken by a registered medical practitioner.
- (ii) The staff member will also be entitled to unpaid Special Leave for the period a registered medical practitioner certifies as being necessary.

**50.18. Return from Parental Leave**

A staff member 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 staff member is qualified and suited nearest in status and pay to the pre Parental Leave position.

## **51. Transfer on Return from Parental Leave**

- 51.1.** Where a staff member elects to return to work from a period of Parental Leave on a part-time basis and that request cannot be accommodated in the staff member's substantive position or Organisational Unit, the staff member may request to be transferred in accordance with this provision.
- 51.2.** A staff member may be transferred on either a temporary or a permanent basis. Where the staff member is transferred on a temporary basis on return from Parental Leave, the transfer may be up to the child's second birthday.
- 51.3.** In order to access a transfer pursuant to this clause, the staff member 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.
- 51.4.** The University will make reasonable attempts to find a suitable position for the staff member on either a permanent or a temporary basis. The transfer search period will be for 25 working days with consideration of the Christmas/New Year period where applicable. The transfer search period would ordinarily be completed prior to the staff member returning to work unless otherwise agreed.
- 51.5.** The transferee will not be required to compete against external or internal applicants (other than staff 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 them within a three (3) month period.
- 51.6.** The University will notify the staff member of possible transfer opportunities. Alternatively, the staff member may notify Human Resources of positions for which they wish to be considered.
- 51.7.** In circumstances where the University is unable to transfer the staff member and the request for part-time work arrangements can not otherwise be met, the staff member will be expected to return to their substantive position.
- 51.8.** On completion of a temporary transfer the staff member will either return to their substantive position or to a position at the same level with comparable responsibilities.

## 52. Public Holidays

- 52.1.** Staff other than Casual staff will be entitled to the following holidays without loss of pay:
- New Year's Day;
  - Australia Day;
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - Anzac Day;
  - Queen's Birthday;
  - Labour Day;
  - Christmas Day;
  - Boxing Day; and
  - Any other day or days gazetted in the State of Queensland in addition to or substitution of any of the above having application to The University of Queensland, provided that:
    - a. Where Christmas Day falls on a Saturday or on a 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 on a Sunday the following Monday shall be observed as New Year's Day.
- 52.2.** Part-time staff 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.
- 52.3.** Where a public holiday falls on a staff member's rostered day off, such staff member shall receive:
- a. Another day off in lieu thereof; or
  - b. One (1) day shall be added to the staff member's recreation leave balance; or
  - c. One (1) day's pay, at ordinary rates, shall be paid in addition to the weekly pay.

## 53. Leave Without Pay

A staff member 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 a staff member's continuous service nor will it count towards the service period for the purposes of accrual of credits toward a Special Studies or equivalent program.

## CHAPTER 2 **ACADEMIC STAFF**

The provisions of this Chapter are intended only to apply to Academic Staff.

### **54. Career Development for Casual Academic staff**

- 54.1.** The University's Tutorial Fellows and Tutorial Assistants Policy provides opportunities for Casual staff 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 published in an appropriate manner.
- 54.2.** The University will provide Casual Academic staff with access to relevant training and career development courses in the Staff Development Programme.
- 54.3.** Tutorial Assistants and Tutorial Fellows will be remunerated pro rata as Level A Academic staff and will work under the terms and conditions of their specific appointment.
- 54.4.** The University will consult with the Academic Staff Consultative Committee on the best means of providing teaching opportunities to postgraduate students.

### **55. Criteria for Academic Performance**

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

### **56. Salary Movement Within an Academic Level**

- 56.1.** An Academic staff member will be eligible for movement, at least no later than 12 months since appointment or the previous increment, to the next highest salary point within the Academic level as set out in Schedule 2 – Academic Staff Salaries. Movement to the next salary increment will be automatic unless the staff member receives an “unsatisfactory” assessment during a Staff Appraisal carried out in accordance with clause 59 , or the staff member is already at the top of the relevant increment.
- 56.2.** Movement to the next highest salary point will be effective from the date provided in clause 56.1. In cases where a Staff Appraisal is delayed, the date will not be changed and any increase in salary will be paid retrospectively in accordance with clause 56.1.
- 56.3.** An Academic staff member 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.

### **57. Clinical Loadings and State Supplementary Loadings**

- 57.1.** A clinical loading may be payable to Academic staff who have clinically-related qualifications. The amount payable shall be determined by the relevant Executive Dean and shall be no less than provided in Schedule 2. This loading is superannuable and payable during periods of Study Leave, Recreation Leave and Long Service Leave.

- 57.2.** An additional State supplementary loading may be payable to Academic staff who undertake public hospital clinical responsibilities. The amount payable shall be determined by the relevant Executive Dean. This loading is superannuable and is not payable during periods of Study Leave, Recreation Leave and Long Service Leave.

## **58. Academic Staff Workloads**

- 58.1.** The parties to this Agreement acknowledge that, subject to clause 58.3, Academic staff may be required to:
- a. Contribute to teaching and research programs during summer sessions, weekend seminars and inter-semester periods in Australia or overseas;
  - b. Contribute to programs or projects designed to increase the number of full fee paying students; and
  - c. Assist co-operatively in changing programs and courses through the available forums to ensure, for example, that unnecessary duplication or non-viable programs and/or courses are avoided.
- 58.2.** Heads of Schools and Directors of Institutes and Centres must ensure that staff are consulted, and that workloads are allocated fairly and distributed equitably among staff in the School, Institute or Centre. The maximum number of hours which a full-time Academic can be required to work in a calendar year is 1725.
- 58.3.** To achieve this and to monitor workloads of staff generally within the School, Institute or Centre, the Head or Director, in accordance with the Guidelines for Allocation of Workload to Academic Staff, will:
- a. Develop, in consultation with Academic staff of the School, Institute or Centre and implement, an agreed method of calculating comparative workloads of Academic staff, and presenting them publicly within the School, Institute or Centre;
  - b. Ensure that the agreed method of calculating workloads represents a fair and accurate estimate of the average time that a staff member should take to perform that work to a professional standard and at a satisfactory level of performance;
  - c. Ensure that each School's workload allocation model includes 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 Only; or Clinical Academic); and
  - d. Allocate an appropriate balance across teaching-related duties (including HDR supervision), scholarship or research, and engagement for each individual staff member (relevant to their designated role of Teaching and Research; Teaching Focussed; Clinical Academic; or Research Only staff).
  - e. In undertaking this allocation, reasonable consideration will be given to the staff member's:
    - (i) Appointment fraction;
    - (ii) Family and personal responsibilities;
    - (iii) Early career status as appropriate;
    - (iv) Agreed professional development needs of staff; and
    - (v) Agreed objectives for confirmation, promotion or career progression more generally.

- 58.4.** The University may only require Academic staff to teach in two out of the three of Semester One, Semester Two and Summer Semester. Academic staff may, by agreement, teach or convene courses in each of three consecutive semesters where that includes a summer semester. Where Academic staff agree to work during summer semester in this context, this will be recognised in the School's workloads allocations by provision of an equivalent teaching-free or convening-free time during the rest of the year, or other agreed offset.
- 58.5.** Changes to the Guidelines for the Allocation of Workload to Academic Staff will be subject to consultation with the ASCC. The maximum number of hours specified in the Agreement and Guidelines will not be varied within the nominal life of the Agreement.
- 58.6.** Should a staff member have concerns about the workload that has been assigned to them by their Supervisor or manager, the staff member may raise the matter in the first instance through the Staff Grievance Resolution Procedure (as amended from time to time).

## **59. Staff Appraisal**

- 59.1.** This clause is designed to provide a mechanism to assess the performance of Academic staff. The main objectives of Academic staff supervision and appraisal are to:
- Implement developmental/growth opportunities for Academic staff;
  - Provide assistance to any Academic staff member whose performance is assessed as requiring improvement; and
  - Set expectations and plan performance goals that align with organisational and University priorities.
- 59.2.** In accordance with relevant University policy, each Academic staff member will meet with their Supervisor for the purposes of conducting a formal appraisal.
- 59.3.** The documentation provided to support the appraisal will facilitate consideration of achievements in broad areas of:
- Teaching and supervision;
  - Scholarship, research and original achievement; and
  - Service to the University and the community.
- The policy on Criteria for Academic Performance will be used in reviewing performance.
- 59.4.** The outcomes of the appraisal will include one or more of the following:
- The Supervisor's assessment of progress of probationary staff;
  - The Supervisor's assessment of performance;
  - A personal and professional development plan, completed and agreed by the staff member and their supervisor. (This document will remain confidential to the staff member, the supervisor and the Head of School / Organisational Unit.);
  - The Supervisor's recommendation concerning incremental progression (where required); and/or
  - The Supervisor's recommendation in relation to mid-term and final review for Continuing appointment, or for promotion, or for Special Studies Program as appropriate.

These documents/recommendations will be sighted and signed by the staff member and submitted to the relevant University process at the appropriate time.

## 60. Academic Staff Supervision

- 60.1.** Each Academic staff member shall have a nominated Supervisor, and shall be advised in writing of the name and position of the nominated Supervisor within the staff member's Organisational Unit.
- 60.2.** The Academic Supervisor shall be the Head of the academic unit in which the Academic staff member is employed, provided that the relevant Executive Dean or Institute Director may delegate in writing another Academic Staff member classified at Level C or above to be the Academic Supervisor of one or more Academic Staff or group of Academic Staff. Appropriate Level B staff can also be approved in this way as an Academic Supervisor for a limited number of research or Professional staff, where the Level B staff member is:
- a. The relevant chief investigator or joint chief investigator; or
  - 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.
- 60.3.** Academic staff may request the nomination of an alternative Supervisor.
- 60.4.** Nothing in this Agreement prevents the University from assigning an additional or alternative Supervisor for the purposes of undertaking or overseeing any University process.
- 60.5.** Supervisors shall provide academic and administrative leadership and are responsible for monitoring the performance of Academic staff and for providing assistance to Academic staff whose performance is assessed as requiring improvement.
- 60.6.** The Supervisor, if not already trained, shall within three (3) months of being nominated, receive appropriate training in Academic staff assessment techniques, University policies and the provisions of this Agreement.
- 60.7.** Nothing in this clause prevents an Academic staff member who is 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 60.1 to 60.6 shall have no application to the Academic staff member.

## 61. Pathway to Continuing Academic Employment

- 61.1.** The University is committed to:
- a. Providing a pathway to Continuing Academic employment for early career Academic staff;
  - b. A supportive working environment for early career Academic staff;
  - c. Encouraging Academic staff currently engaged as casuals to apply for Continuing opportunities across the University, as they arise; and
  - d. A target of 35 appointments to Continuing positions over the life of the Agreement.
- 61.2.** Should it be apparent that the target of 35 Continuing appointments may not be met, the parties will confer with a view to determine what reasonable measures should be taken to increase early career Academic Continuing appointments.
- 61.3.** The implementation of the measures so agreed between the parties shall be taken as compliance with clause 61.1 and 61.2 as such the parties agree that a dispute under clause 13 cannot be taken in relation to clause 61.



## CHAPTER 3 PROFESSIONAL STAFF

The provisions of this Chapter are intended only to apply to Professional staff unless stated otherwise.

### 62. Staff Salaries

#### 62.1. Salary Increases

With the exception of the salaries of apprentices and trainees, Security Shift Superintendents, Customs House Staff and staff on a supported wage, the classifications and salaries for Professional staff at The University of Queensland shall be as set out in this Chapter 3.

- a. An Apprentice's rate of pay will be calculated according to the following percentages of the rate prescribed in Schedule 3 for a HEW 3.1 staff member:

Year 1 40%

Year 2 55%

Year 3 75%

Year 4 90%

- b. Provided that an Apprentice entering their indenture after the age of 21 years shall be paid a minimum of Level HEW 3.2 for the term of their indenture. Trainees shall be paid in accordance with the relevant University policy and the Higher Education Industry General Staff Award 2010.
- c. The rates in Schedule 2, 4, 5, 8, 10 and shall be increased on or from the dates as set out below:

28 February 2019 1.9%

31 January 2020 1.9% or \$1800 (whichever is greater)

1 January 2021 2%

This is in addition to an administrative increase of 2% or \$1750 (whichever is greater) effective 31 March 2018 and which will be paid by the University in the first paid period after the Agreement is made pursuant to section 182(1) of the Fair Work Act (Cth) as amended from time to time. The pay increase will only be paid to staff employed by the University at the time the Agreement is made

- d. The total salaries and salary increases payable to Security Shift Superintendents are set out in Schedule 8.
- e. The total salaries and salary increases payable to Customs House staff are set out in Schedule 10.
- f. Staff eligible for a supported wage will be paid in accordance with the relevant University policy.

#### 62.2. Supervisors of Staff

A staff member who is appointed wholly or mainly to supervise and be responsible for the work distribution of other staff on a continuing basis, will not be appointed to a HEW level less than the highest HEW level of the staff of whom they are appointed to supervise.

**62.3. Higher Duties**

- a. Where a staff member is appointed in writing by the University to perform for a period of five (5) working days or more, the duties of a staff member in a higher position, such staff member will normally be paid for the whole of that time at the minimum rate prescribed for the higher position, provided that the relieving staff member will be paid no less than their existing rate of pay.
- b. Where a staff member 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 staff member may apply for consideration of a higher duties payment. If not approved, the staff member may apply to the Chief Human Resources Officer for consideration.

**63. Evaluation of Professional Staff Positions (up to and including HEW Level 9)**

- 63.1. Evaluation and classification of positions shall 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.
- 63.2. Within reason, staff may be required to perform tasks which are incidental and peripheral to the staff member's major duties, subject to:
  - a. The University's commitment to provide a safe and healthy work place;
  - b. The staff member having been adequately trained to perform the duties in question;
  - c. Consultation with the staff member;
  - d. Such duties not being designed to promote deskilling; and
  - e. The staff member's workload.
- 63.3. All staff will have a position description for the role they undertake. Position descriptions will be reviewed, where appropriate, through the annual recognition 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 6 of this Agreement.
- 63.4. Notwithstanding clause 63.3, persons employed to undertake catering and hospitality work at Customs House will be employed in accordance with the Classification Structure and Job Descriptors set out in Schedule 10 of this Agreement.
- 63.5. A staff member may request evaluation of a position where they are the incumbent or a Supervisor may initiate the request with the agreement of the staff member. It is important that the staff member and Supervisor discuss the requirements of the position and ideally reach agreement on the responsibilities and requirements of the position. A staff member may request evaluation without the agreement of their Supervisor, provided only one such request is made in any 12-month period.
- 63.6. The Supervisor can provide valuable input into the documentation and provide feedback, support and clarification of the expectations of the position.

- 63.7.** An application for evaluation must be signed by the staff member and the Supervisor. Where the request has been made at the initiative of the staff member, 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.
- 63.8.** Where a position is reclassified, the increase in salary will normally be backdated to the date the application is formally submitted to the staff member's Supervisor.

## **64. Casual Minimum Hours**

- 64.1.** The minimum period of engagement for Casual Professional staff shall be three (3) hours, subject to:
- a. Persons that 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, for purpose 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 relevant institution.
  - b. The minimum engagement shall be two (2) hours for Casual staff (other than students with a one (1) hour minimum engagement) engaged in the following categories or work:
    - (i) Farm staff (including fruit and vegetable workers, pastoral workers) ;
    - (ii) Crop and animal attendants;
    - (iii) Actors;
    - (iv) Hospitality and Catering staff;
    - (v) Trades and maintenance staff (excluding electricians);
    - (vi) Gardeners and grounds staff;
    - (vii) Dental Assistants;
    - (viii) Nurses; and
    - (ix) Residential Colleges Staff.
- 64.2.** In order to meet their personal circumstances, a Casual staff member may request, and the employer may agree, to an engagement for less than the minimum of three (3) hours.
- 64.3.** There will be no multiple starts on any one (1) workday, in any one (1) work unit unless by agreement.

## **65. Eligibility for Casual Professional Staff Conversion**

- 65.1.** This provision only applies to Professional staff.
- 65.2.** Casual staff may apply for conversion to non-casual employment where they have been employed on a regular and systematic basis in the same or a similar position for 12 months at least at 50% of ordinary weekly hours or over a period of 24 months.

- 65.3.** An application for conversion shall not be unreasonably refused. Reasonable grounds for refusal are, but are not limited to, where the staff member:
- 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 staff member, within 26 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.
- 65.4.** A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 65.5.** The employment and payment of Casual staff and all consideration of the conversion of Casual staff will be in accordance with the relevant policy.
- 65.6.** 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 staff member will be offered a non-casual position.

## **66. Eligibility for Professional Staff Fixed-Term Conversion**

- 66.1.** Subject to clauses 66.2 and 66.3, where a Professional staff member 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.
- 66.2.** Upon application, a staff member will be converted provided that:
- a. They are undertaking work of a continuing nature;
  - b. They were appointed through a merit based selection process for at least one of the Fixed-term appointments; and
  - c. They are meeting and maintaining University work performance expectations and have demonstrated the capacity to meet the performance expectations required in a Continuing role.
- 66.3.** Staff engaged on a Fixed-term appointment who meet the criteria set out in 66.2 at the time of approval of this Agreement, may apply for, and will be converted to, Continuing employment upon being offered a further appointment in the same position.
- 66.4.** A Fixed-term staff member must not have their employment terminated or not renewed, nor have their hours reduced in order to avoid any obligation under this clause.
- 66.5.** A refusal to appoint a staff member to a Continuing appointment pursuant to this clause cannot be the subject of a staff grievance.

## 67. Allowances

- 67.1. Staff 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 performed on an international assignment. In these cases the staff member shall receive an amount no less than actual reasonable expenses incurred.
- 67.2. A table of Professional staff allowances is contained in Schedule 11 of this Agreement.

## 68. Indexation of Allowances

- 68.1. The allowances referred to in this Chapter and prescribed in the relevant University policy shall be increased as follows:
- a. Work related expenses shall be increased in accordance with the percentage increase applicable to the HEW 3.1 rate.
  - b. Work related allowances will be increased on an annual basis to reflect movements in the CPI category as at June 29 as nominated in each category.

## 69. Hours and Work Patterns

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

### 69.2. Table 1A

#### **Hours of Work – Standards for Occupational Categories (HEW Levels 1 to 7)**

##### **Full and Part-Time Staff Including Fixed-Term Staff (HEW Levels 1 to 7 only)**

- a. The ordinary hours of work will be in accordance with Table 1 below subject to any individual or work area arrangements that apply including flexible working hours.
- b. 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.
- c. Table 1A sets out the standard arrangements within which hours of work are determined for full-time and part-time staff. These standards will operate unless varied as per this Agreement.
- d. Except in the case of shift workers, a staff member who is employed for at least six (6) hours, will be allowed an unpaid break of 45 minutes for a meal, to be taken in accordance with relevant University policies. Unless otherwise directed by their Supervisor staff are required to take a lunch break of at least 30 minutes duration after five (5) hours work.

Occupational category (excluding staff at or above HEW Level 8)	Standard spread of hours worked for full-time and part-time including Fixed-term staff		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 staff including Fixed-term staff	Maximum hours per week or per work cycle for full-time and part-time staff including Fixed-term staff
Administration	Monday to Friday	7am to 7pm The University will as far as possible take into account family and carer responsibilities of staff in requiring a staff member to work prior to 8.00am and after 6pm.	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Security	Monday to Friday	8am to 6pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Trades & Services Technical & Scientific	Monday to Friday	7am to 6pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Professional Services Cleaners	Monday to Friday	6am to 6pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).

Occupational category (excluding staff at or above HEW Level 8)	Standard spread of hours worked for full-time and part-time including Fixed-term staff		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 staff including Fixed-term staff	Maximum hours per week or per work cycle for full-time and part-time staff including Fixed-term staff
Library Information Technology	Open span over no more than five (5) consecutive days.	Open span	At least one (1) week's notice from the University	Standard hours excluding meal breaks: eight (8) hrs per day.	Standard hours excluding meal breaks: 145 hrs 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 from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Marketing (Student Recruitment / Promotion)	Open span	6am to 10pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Gardeners/ Grounds	Monday to Friday	6am to 5pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: Full-time staff including Fixed-term staff may work a maximum of seven (7) hours 15 minutes per day. Part-time staff including Fixed-term staff may work a maximum of eight (8) hours per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Examination supervisors	Monday to Saturday	7am to 9pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: eight (8) hrs per day.	Standard hours excluding meal breaks: 72 ½ hours per fortnight.

Occupational category (excluding staff at or above HEW Level 8)	Standard spread of hours worked for full-time and part-time including Fixed-term staff		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 staff including Fixed-term staff	Maximum hours per week or per work cycle for full-time and part-time staff including Fixed-term staff
Graduation attendants	Open span	10am to 10pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: 12 hrs per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
Open day /Expo Uni display attendants	Open span	6am to 10pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: 12 hrs per day.	Standard hours excluding meal breaks: Full-time and Part-time staff including Fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
UniSafe Escorts	Open span	Noon to 11pm	At least one (1) week's notice from the University	Standard hours excluding meal breaks: eight (8) hrs per day.	Standard hours excluding meal breaks: 72 ½ hours per fortnight.
Animal and crop attendants	Open span	5am to 10pm.	At least one (1) week's notice from the University	Standard hours excluding meal breaks: eight (8) hrs per day.	Standard hours excluding meal breaks: 72 ½ hours per fortnight.
Student vacation program attendants UQ Centre hospitality and function attendants	Open span	Open span	At least one (1) week's notice from the University	Standard hours excluding meal breaks: 12 hrs per day.	Standard hours excluding meal breaks: 72 ½ hours per fortnight.
Field Work (excluding staff at or above HEW Level 8)	Open span	Open span	At least one (1) week's notice from the University	Standard hours excluding meal breaks: 12 hrs per day.	Standard hours excluding meal breaks: Standard hours excluding meal breaks: 145 hrs per four (4) week cycle.



- e. All staff are entitled to rest pauses in accordance with relevant University policies.
- f. Staff engaged in the Administration Occupational Category who are required to work ordinary hours between 6pm and 7pm, Monday to Friday, will receive a 50% loading for that hour (or part thereof). This is a transitional arrangement that will apply for the life of the agreement.
- g. 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 above specified occupational categories.

**69.3. Table 1B**

**Hours of Work – Standards for Occupational Categories HEW Levels 8 and Above. Full and Part-Time Staff Including Fixed-Term Staff (HEW Levels 8 and above only).**

- a. Except as otherwise specified in this Agreement, there are no fixed span of hours for staff at these levels and there is no requirement for recording hours worked.
- b. Table 1B sets out the standard arrangements for HEW Level 8 and above staff.
- c. Except in the case of shift workers, a staff member who is employed for at least six (6) hours, will be allowed an unpaid break of 45 minutes for a meal, to be taken in accordance with relevant University policies. Unless otherwise directed by their Supervisor staff are required to take a lunch break of at least 30 minutes duration after five (5) hours work.
- d. All staff are entitled to rest pauses in accordance with relevant University policies.
- e. Where HEW Level 8 and above staff are required to work in excess of the hours referred to in Table 1B, in accordance with the National Employment Standards contained in the Fair Work Act 2009 (Cth) (as amended from time to time), they may be compensated by way of either monetary payment or time-off-in-lieu on a time-for-time basis by prior agreement with their Supervisor where practicable. These arrangements may apply where the hours are worked on a sustained basis, or due to such matters arising from emergencies, or other university needs or events. The Supervisor in these circumstances may require the staff member to provide documentation substantiating their claim under this clause.

Occupational category	Standard spread of hours for full-time and part-time staff including Fixed-term staff		Hours per week or per work cycle for full-time and part-time staff including Fixed-term staff	Overtime
All HEW Level 8 and above staff	Open span	Open span	36 hours 15 minutes per week (72 hours 30 minutes per fortnight)	Overtime payments (at time for time) or TOIL (at time for time) by agreement

69.4. Table 2

**Hours of Work – Standards for Occupational Categories for all Casual Staff  
 (HEW Level 1–10)**

Occupational category	Standard spread of hours for Casual staff		Notice required from the University to change commencing and ceasing times	Maximum hours per day and per week for all Casual staff other than security staff 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 seven (7) hrs 15 mins per day or the standard work day applicable in the work area. Maximum of 36 hrs 15 mins 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
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

69.5. Table 3

**Flexible Work Arrangements for all Full-Time and Part-Time staff Including Fixed-Term Staff (excluding Casual Staff and all Staff at HEW Level 8 and above)**

- a. A system of flexible working hours (as provided in Table 3 below) may be worked in accordance with relevant University policy where mutually agreed between the Supervisor and the staff member. Flexible work arrangements are subject to operational requirements of the work unit or area, and can be withdrawn at the request of either party by the notifying party providing seven (7) days' notice and reasons for the change.
- b. A staff member working under a flexible work arrangement (however described) may, where mutually agreed between the Supervisor and the staff member, work on an ad hoc basis outside the standard spread of hours prescribed in Table 1 as ordinary hours. Payment will be at ordinary rates.
- c. Working hours for Professional staff on research projects will be open to flexible arrangements, agreed between the Supervisor and the staff member/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 staff directly involved, the issue shall be dealt with in accordance with the dispute resolution provision.
- d. Further flexible working arrangements may be developed by agreement with the parties to this Agreement in addition to, or replacement of, those provided in Table 3.

Occupational category	Nine (9) day fortnight	Nineteen (19) day month	Flexi-time	Voluntary banked time
All occupational categories listed in Table 1 other than Research staff (Excluding staff at or above HEW Level 8)	Subject to operational requirements and agreement with the relevant Supervisor staff may work 40 hrs 30 mins per week, 72 hrs 30 mins per fortnight with maximum hours per day of eight (8) hrs 30 mins	Subject to operational requirements and agreement with the relevant Supervisor staff may work 40 hrs 30 mins per week or 145 hrs per four (4) weeks with maximum hours per day of eight (8) hrs 30 mins	Subject to operational requirements and agreement with the relevant Supervisor staff may work 40 hrs 30 mins per week or 145 hours per four (4) weeks with a maximum hours per day of nine (9) hrs	Subject to operational requirements and agreement with the relevant Supervisor staff may work 45 hrs 15 mins per week or 942 hours 30 mins per 26 weeks with a maximum hours per day of nine (9) hrs

- e. 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.

69.6. Table 4

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

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.

Occupational category All occupational categories listed in Table 1 (excluding staff at or above HEW Level 8 and Casual staff)	Changes to the standard spread of hours initiated by staff 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 (Cth) as amended from time to time)
Initiation of Change	Changes may be initiated by one or more staff members. Any changes will only be undertaken where there is mutual agreement between the staff member/s and the Supervisor.	The University may require staff 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 staff members or by a Supervisor or head of an Organisational Unit.	Changes may be initiated by one (1) or more staff members or by a Supervisor or head of an Organisational Unit.
Exclusions	Not applicable	Procedures for variation do not apply to any roster or proposed change of roster for categories of staff 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	Variation of the ordinary hours of work is subject to consultation with staff 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	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

Occupational category All occupational categories listed in Table 1 (excluding staff at or above HEW Level 8 and Casual staff)	Changes to the standard spread of hours initiated by staff 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 (Cth) as amended from time to time)
	hours will be deemed to be ordinary time and paid at ordinary rates.		will be deemed to be ordinary time and paid at ordinary rates.	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 69.8. (c) If the proposal is for work performed beyond 10.15pm these workers will be designated as “shift workers” for the purposes of this roster and paid accordingly.	Not applicable.	Not applicable.

**69.7. Overtime and Public Holiday Entitlements (excluding Staff at HEW Level 8 and above)**

- a. A staff member may be required to perform reasonable overtime.
- b. The provisions of this Agreement in relation to hours of work and overtime do not apply to staff whilst they are travelling or performing work away from the University whether that is intra-state; interstate or overseas. There is no requirement to record or maintain time sheets. Working arrangements for such work and travel shall be subject to local arrangements.
- c. Full time and part time staff will be paid overtime for all work required to be performed in excess of ordinary working hours, or outside of commencing and ceasing times fixed pursuant to clause 69.2 on any one (1) day or in any one (1) week.
- d. A Casual staff member shall 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). In respect of such excess the staff member shall only receive the greater of the overtime rates prescribed in this clause or the Casual loading but not both.
- e. The University may approve a staff member’s request to take time off-duty in lieu (TOIL) of the overtime payment which will be computed at the value of the appropriate penalty rate applicable to the overtime worked and no staff member will be allowed to accumulate more than five (5) working days’ credit at any time.

- f. The calculation and payment of overtime and granting of TOIL for various categories of staff will be in accordance with relevant University policy.
- g. Any staff member recalled to duty outside the ordinary hours will be paid at the prescribed overtime rate with a minimum payment of two (2) hours work, provided that general assistant (trades), skilled trades assistant, or basic or advanced tradespersons will be entitled to a minimum payment of four (4) hours work. Where a staff member is on-call and is recalled to work they will remain entitled to the applicable on-call allowance.

### **Overtime**

- h. For staff engaged in the occupational categories listed below, overtime worked on Monday to Saturday will be paid at time and a half for the first three (3) hours and double time thereafter:
  - Administration
  - Technical & Scientific
  - Professional Services
  - Gardeners / Grounds
  - Cleaners
  - Information Technology
  - Research
  - 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
  - Examinations supervisors
  - Library
- i. For staff engaged in the Trades and Services occupational category, overtime worked on Monday to Saturday will be paid at time and a half for the first two (2) hours and double time thereafter.
- j. For staff engaged in the occupational categories listed at 69.7 (h) above, and staff engaged in the Trades and Services occupational category, overtime worked on a Sunday will be paid at double time.
- k. Any staff member who works a roster which provides for more than one shift will be paid double time for all overtime worked other than overtime worked on a public holiday.

### **Public holidays**

- l. Staff engaged in the occupational categories listed at 69.7 (h) above, and staff engaged in the Trades and Services occupational category, who work on a public holiday within their normal span of hours will receive double time and a half, with a minimum engagement of four (4) hours.
- m. Any staff member 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 receive double time and a half, with a minimum engagement of four (4) hours.

**Overtime on a Public holiday**

- n. Staff engaged in the occupational categories listed at 69.7 (h) above who work overtime on a public holiday will receive triple time for the first three (3) hours and quadruple time thereafter, with no minimum engagement.
- o. Staff engaged in the Trades and Services occupational category who work overtime on a public holiday will receive triple time for the first two (2) hours and quadruple time thereafter, with no minimum engagement.
- p. Any staff member who works a roster which provides for more than one (1) shift and who works overtime on a public holiday will receive quadruple time, with no minimum engagement.

**69.8. Other penalty provisions – full-time and part-time staff only (excluding staff at HEW Level 8 and above and shift workers)**

- a. Staff engaged in the Administration occupational category who are required to work ordinary hours between 6pm and 7pm, Monday to Friday, will receive a loading of 50% for that hour (or part thereof). This is a transitional arrangement that will apply for the life of the Agreement.
- b. Staff engaged in the Library occupational category will receive a loading of 20% for all ordinary hours of work after 6pm Monday to Friday.
- c. Staff engaged in the occupational categories listed at 69.7 (h), and staff engaged in the Trades and Services occupational category, will receive penalty rates of time and a half for all ordinary working hours between midnight on Friday and midnight on Sunday.

**69.9. Table 5**

**On Call Allowances**

Occupational category All occupational categories listed in Table 1A except as provided for below in this table and in table 6, below	Whole of rostered day off or public holiday	Night of rostered day off, accrued day off or public holiday	Any other night
Where a staff member 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 staff member per day	60% of the minimum hourly rate for a HEW level 5.1 staff member per night	47.5% of the minimum hourly rate for a HEW level 5.1 staff member per night
Where a staff member is recalled or advice required	95% of the minimum hourly rate for a HEW level 5.1 staff member per day	60% of the minimum hourly rate for a HEW level 5.1 staff member per night	47.5% of the minimum hourly rate for a HEW level 5.1 staff member 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		

**69.10. Table 6**

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

Occupational category Staff 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 a staff member 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 staff member per day	75% of the minimum hourly rate for a HEW level 7.1 staff member per day	60% of the minimum hourly rate for a HEW level 7.1 staff member per day	47.5% of the minimum hourly rate for a HEW level 7.1 staff member per day
Where a staff member not formally on-call is recalled or advice required	100% of the minimum hourly rate for a HEW level 7.1 staff member per day	75% of the minimum hourly rate for a HEW level 7.1 staff member per day	60% of the minimum hourly rate for a HEW level 7.1 staff member per day	47.5% of the minimum hourly rate for a HEW level 7.1 staff member per day

- a. On-call arrangements occur where a staff member 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.
- b. Ordinarily staff will not be required to be on-call for more than fourteen (14) days in a four (4) week period unless otherwise agreed in writing. The times during which staff are required to be on-call will usually be specified at least one week in advance. Where a week's notice is not provided staff may reject a request to be on call.
- c. Recall to duty will be in accordance with Clause 69.7 (g) . However, where only remote dial-in is required, a staff member will be paid for a minimum of 30 minutes for their first on-call response on any day. Staff employed at HEW level 1 to 7 will receive payment at the prescribed overtime rate and staff employed at HEW level 8 and above will receive payment at their ordinary rate of pay.

**69.11. Hours of Work – Shift Workers (Excluding Catering Staff)**

- a. The hours of work for shift workers are set out in Table 7.
- b. Except where expressly provided Hours of Work – Shift Work, does not apply to any staff member employed at or above HEW level 8.
- c. A “shift worker” means a staff member who is required to undertake shift work in accordance with a shift roster, including a staff member, working the same shift from week to week without rotation pursuant to a shift roster by approval.
- d. A staff member who is a shift worker under this clause is a shift worker for the purposes of the National Employment Standards.
- e. This clause applies to security staff who work a rostered shift arrangement. The University, relevant staff, and where they so choose their representatives, may consider other areas introducing shiftwork in which case the provisions of this clause shall apply
- f. RDO entitlement: For staff engaged on a seven (7) day continuous roster 13 RDOs per five (5) week roster cycle or such other equivalent off-duty periods acceptable to the University and the staff member. This will include two (2) weekends free of duty every five (5) weeks.
- g. Crib breaks: 30 minute paid crib break for continuous shift workers. 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.



69.12. Table 7

Hours of Work Shift Workers

Shift type	Commencement and ceasing of shift	Hours of work	Spread of hours over days	Shift allowance – all staff (other than Security Staff)	Shift allowance – Security Staff
Day shift	Shift worked between 6am and 5pm	36 ¼ hour week or maximum 181 ¼ hours over five weeks	Up to 35 days over five weeks (253.75hours)	No allowance	See clause 69.13
		7 ¼ hours per day, maximum eight (8) hours five (5) mins per day or up to 12 hours by agreement	Up to 35 days over five (5) weeks (253.75hours)	No allowance.	See clause 69.13
Afternoon shift	Shift commencing at or after midday and finishing at or before midnight	36 ¼ hour week or maximum 181 ¼ hours over five (5) weeks	Up to 35 days over five (5) weeks (253.75hours)	15% for each shift worked (except for weekend shift work).	See clause 69.13
		7 ¼ hours per day, maximum eight (8) hours five (5) mins per day or up to 12 hours by agreement	Up to 35 days over five (5) weeks (253.75hours)	15% for each shift worked (except for weekend shift work)	See clause 69.13
Night shift	Shift extending beyond midnight	36 ¼ hour week or maximum 181 ¼ hours over five (5) weeks	Up to 35 days over five (5) weeks (253.75hours)	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 69.13
		7 ¼ hours per day, maximum eight (8) hours five (5) mins per day or up to 12 hours by agreement	Up to 35 days over five (5) weeks (253.75hours)	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 69.13

**69.13. Shift Allowances – Security**

- a. Staff 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 staff members who work this roster will receive the 10% loading on the base rate not the Casual loaded rate.
- b. Staff members who do not work the roster specified in 69.13(a) at the commencement of the Agreement will be entitled to the shift allowances specified in Table 7 above.
- c. 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 a staff member employed as a security officer on the five (5)-week, seven (7)-day, continuous, rotating roster in operation upon the making of this Agreement will receive 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.

**69.14. Shift Rosters**

- a. All shift rosters will specify the commencing and finishing time of ordinary hours of work of each staff member and may be spread over a maximum cycle of five (5) weeks, or such other cycle as agreed with the staff affected.
- b. Except in the case of emergency over which the University has no control, shift rosters will be changed after Consultation between the University and the staff affected by the change. Staff may be represented for the purposes of Consultation. In undertaking Consultation the University will provide staff information about the change, invite the staff to give their views about the impact of the change (including in relation to family and caring responsibilities) and consider any views given by staff about the impact of the change. Not less than 14 days shall be allowed for such Consultation.
- c. Shift rosters shall be designed having regard to:
  - (i) The University's need for operational efficiency and effectiveness;
  - (ii) Workplace health and safety requirements; and
  - (iii) Family responsibilities.
- d. A staff member may voluntarily exchange duties and hours of work with another staff member 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 his or her ordinary working hours, unless such payment would have been made to the staff member originally rostered; and
  - (ii) No staff member will be permitted to work two consecutive shifts.
- e. Staff will be entitled to a minimum period of ten (10) hours' break between rosters unless otherwise provided.

**69.15. Consecutive Shifts**

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

- a. For the purpose of changing shift rosters; or
- b. Where a shift worker does not report for duty

will, unless released from duty for eight (8) consecutive hours upon the completion of his shift, be paid double the prevailing rates until released from duty for such period, and will then be entitled to be absent until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**69.16. Seasonal Shiftwork**

Shiftwork may be implemented on a seasonal basis. Shift work arrangements in these circumstances shall operate for the period nominated by the University to meet seasonal demand.

## **70. Performance Appraisal**

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

**70.2.** The University acknowledges that:

- a. There is a need for effective support for Professional staff 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.

**70.3.** The objectives of the appraisal process are to:

- a. Set expectations and plan performance goals that align with organisational and University priorities;
- b. Provide feedback on performance for Professional and TESOL Language Teaching staff;
- c. Give assistance and guidance to any Professional or TESOL Language Teaching staff member whose performance is assessed as requiring improvement or is unsatisfactory; and
- d. Identify staff development needs and ensure that staff have access to the specific courses/activities determined as necessary at the performance appraisal meeting.

**70.4. Incremental Progression**

- a. At the conclusion of each 12 month period following the date of entry into a classification, and/or the subsequent anniversary date, full-time and part-time Professional staff members shall be eligible for movement to the next highest salary point within their classification level, subject to clause 70.4 (b).
- b. A staff member 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.

**70.5. Outstanding Performance**

Where the staff member's performance is assessed as outstanding, the Supervisor will clearly indicate this at the review. Resulting from this evaluation, an appropriate reward will be recommended. Outstanding performance may be acknowledged and rewarded in accordance with the relevant policy.

**70.6. Diminished or Unsatisfactory Performance**

Where a Supervisor assesses that a staff member's performance is diminished or unsatisfactory, the Supervisor will act in accordance with the relevant University policy or process

## **71. Professional Staff Workloads**

- 71.1.** The University recognises the importance of ensuring that Professional staff have a suitable workload. Managers and Supervisors of Professional staff have the responsibility to manage actively, effectively and equitably the workloads and working hours of their staff and will take all reasonable positive steps to ensure that staff are not regularly working hours in excess of the ordinary hours of work provided by this Agreement.
- 71.2.** The Management of Professional Staff Workloads – Guidelines, outline ways in which Supervisors and staff 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.
- 71.3.** Consultation about workloads, and the allocation and monitoring of workloads, are a fundamental and necessary part of the Recognition 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 staff 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 staff development opportunities and work life balance.
- 71.4.** Should a staff member have concerns about the workload that has been assigned to them by their Supervisor or manager, the staff member may raise the matter in the first instance with their Supervisor. Should the matter not be resolved through these discussions, the staff member may raise the matter through the Staff Grievance Resolution Procedures (as amended from time to time)
- 71.5.** Where there are workload concerns that affect more than one staff member, reports relating to workload in an Organisational Unit or work unit may be requested through the PSCC.

## CHAPTER 4 TESOL LANGUAGE TEACHERS ENGAGED IN UQ-ICTE

The provisions of this Chapter are intended only to apply to TESOL Language Teachers in the Institute of Continuing and TESOL Education (**UQ-ICTE**). Except as specified in this Schedule, all other conditions of employment for TESOL Language Teachers are as prescribed in this Agreement.

### 72. Definitions – Types of Employment

- 72.1.** “**TESOL Language Teacher**” shall mean a suitably qualified staff member engaged to conduct, teach, prepare and assess English language and TESOL methodology classes, and to perform other duties including:
- a. Development of shared teaching and learning materials.
  - b. Course curriculum/syllabus design.
  - c. Student assessment, placement and exit interviews, test invigilation, marking and recording of results.
  - d. Writing student reports.
  - e. Classroom teaching observation by pre-service trainee teachers and in-service teachers.
  - f. Participation in arrival orientation, student consultation and supervision of student activities.
  - g. Ongoing participation in continuing professional development.
  - h. General course administration.
- 72.2.** “**Continuing Full-time TESOL Language Teacher**” shall mean a TESOL Language Teacher who is engaged for 36.25 hours per week on a continuing basis.
- 72.3.** “**Fixed-Term TESOL Language Teacher**” shall mean a Language Teacher engaged on a Fixed-term Contract in accordance with clause 18 of this Agreement on a full-time or fractional basis.
- 72.4.** “**Fractional TESOL Language Teacher**” shall mean a TESOL Language Teacher engaged for a specified fraction of the total weekly hours worked by a Continuing Full-time Language Teacher. A Fractional TESOL Language Teacher shall carry out the duties of a TESOL Language Teacher to the designated fraction and shall be entitled to the appropriate pro rata of salary and other benefits/conditions prescribed by this Agreement.
- 72.5.** “**Casual TESOL Language Teacher**” means a TESOL Language Teacher engaged and paid on an hourly basis to carry out contact and non-contact duties at the designated rate.

## 73. Definitions and Application of Contact and Non-Contact

### 73.1. Teaching Contact

- a. Teaching contact involves face-to-face student teaching which requires the completion of associated non-contact tasks including preparation and marking.
- b. For the purposes of this agreement, the following are also included in the definition of Teaching Contact:
  - (i) Assessment invigilation which has associated marking.
  - (ii) Presentations to staff that form part of the in-house TESOL professional development program.
  - (iii) Professional site/school visit.
- c. Casual TESOL Language Teachers to be paid at the teaching contact rate for each scheduled hour.
- d. Continuing TESOL Language Teachers to be credited with one (1) hour of credit towards weekly teaching contact hours for each scheduled hour.
- e. Included within this payment/credit rate are the associated non-contact tasks. These include lesson preparation, homework/assignment/examination marking, written feedback on student progress, student reports, student consultation relating to class contact, entering of test results, and program related administration. No additional payment or credit is given for these tasks.

### 73.2. Non-Teaching Contact

- a. Non-teaching contact is a face-to-face activity/task with students that is not considered teaching contact.
- b. For the purposes of this Agreement, the following are included in the definition of Non-teaching Contact:
  - (i) Supervision of a study group on a timetabled cultural activity.
  - (ii) Placement interviews.
  - (iii) Test supervision with no associated marking.
  - (iv) Attendance at scheduled end-of-program formal functions and certificate ceremonies.
  - (v) Learning Centre supervision.
  - (vi) Guest lecture supervision.
  - (vii) Scheduled out-of-program-timetable project presentations.
- c. Casual TESOL Language Teachers to be paid at the non-contact rate for each scheduled hour.
- d. Continuing TESOL Language Teachers to be credited with half an hour (0.5) of credit towards annual teaching contact hours for each scheduled hour.

### 73.3. Non-Contact: Development Work

- a. Non-contact: Development Work includes the following tasks:
  - (i) Materials development.
  - (ii) Program development.
  - (iii) Assessment development.

- b. Casual TESOL Language Teachers to be paid at the non-contact rate for each scheduled hour.
- c. Continuing TESOL Language Teachers to be allocated a reduced weekly teaching load to complete the allocated task(s).

#### **73.4. Non-Contact: Meetings and Workshops**

- a. Non-contact: Meetings and Workshops are meetings and workshops approved by TESOL management. They include:
  - (i) Whole of staff meetings.
  - (ii) TESOL Language Teachers staff Meetings.
  - (iii) Course preparation/orientation meetings.
  - (iv) Assessment Standardisation meetings.
  - (v) TESOL Language Teacher Consultative Committee (TCC) Meetings.
  - (vi) OH&S and other committee meetings.
  - (vii) Professional Development Presentations.
  - (viii) Mandatory online training.
- b. Casual TESOL Language Teachers to be paid at the non-contact rate for each scheduled hour.

### **74. Conversion to Fractional Appointment**

- 74.1.** Continuing Full-time TESOL Language Teachers may request that their appointments be converted to fractional appointments. Decisions will be made on a case by case basis, with regard for the overall operational needs of the Institute and the needs of the TESOL Language teacher.

By mutual agreement, a TESOL Language Teacher may reduce or increase their hours of work through a job share arrangement. Where a TESOL Language Teacher wishes to enter into such an arrangement, two (2) months written notice must be given to the Institute and the remaining portion of the position must be able to be filled by another existing TESOL Language Teacher who also wishes to job share, or through the University's recruitment and selection processes. In notifying the Institute of their wish to enter a job share arrangement, they must clearly indicate whether the job share is for a fixed period or is a continuing arrangement. All terms and conditions shall be on a pro rata basis to TESOL Language Teachers according to the contracted hours.

### **75. Salary Rates**

- 75.1.** Salaries for Continuing, Fixed-term, and Casual TESOL Language Teachers over the life of this agreement are prescribed in Schedule 5.

- 75.2.** Casual TESOL Language Teachers shall be paid at the specified rates for the following duties:

- a. **Certificate in Teaching English to Speakers of Other Languages (CELTA) interviews**  
Casual TESOL Language Teachers shall be paid at the Contact rate.
- b. **Bridging English Program (BEP)**  
Casual TESOL Language Teachers shall be paid at the rate of one point one (1.1) Contact hours for each hour of scheduled teaching.
- c. **English for Academic Purposes (EAP)**  
Casual TESOL Language Teachers shall be paid at the rate of one point one (1.1) Contact hours for each hour of scheduled teaching.

## **76. Hours of Work and Overtime**

- 76.1.** The minimum payment for Casual TESOL Language Teachers engaged only on scheduled student activity on any given day shall be two (2) hours, or as defined by a single teaching period within the timetable. A scheduled student activity will otherwise be remunerated for actual time worked.
- 76.2.** There will be no multiple starts on any one work day unless by agreement with the Supervisor and the TESOL Language Teacher.
- 76.3.** Not less than fifty percent (50%) of the effective full-time TESOL Language Teachers shall be employed on a Continuing basis.
- 76.4.** Continuing and Fixed-term full-time TESOL Language Teachers shall not be required to undertake more than 800 teaching contact hours per annum, unless by mutual agreement.
- 76.5.** Every effort will be made to maintain teaching hours of long term (greater than two (2) consecutive years of employment with no break greater than seven (7) weeks) Casual TESOL Language Teachers based on business demand, skills sets, qualifications, experience and availability to meet timetabling operational requirements.
- 76.6.** Continuing and Fixed-term TESOL Language Teachers shall not be required to perform in excess of 20 contact hours per week unless by mutual agreement
- 76.7.** No TESOL Language Teacher shall be required to undertake contact hours for more than 45 weeks per annum. The maximum number of teaching weeks per annum for Continuing and Fixed-term TESOL Language Teachers is 45.
- 76.8.** Casual TESOL Language Teachers may not be scheduled to teach more than twenty five (25) contact hours per week unless agreed by the staff member. Casual TESOL Language Teachers shall normally be employed for a minimum of eight (8) contact hours per week with a minimum engagement defined as one scheduled teaching period/lesson in the operational timetable of two (2) hours.
- 76.9.** Continuing and Fixed-term TESOL Language Teachers shall not be required to undertake more than five point five (5.5) teaching contact hours in any one day but can undertake six (6) teaching contact hours in any one day by mutual agreement.
- 76.10.** TESOL Language Teachers shall not work for more than five (5) hours continuously without a meal break.
- 76.11.** Subject to Clause 76.10 the ordinary hours of full-time and fractional TESOL Language Teachers shall be worked Monday to Friday between 7.45 am and 6.00 pm.
- 76.12.** Notwithstanding Clause 76.9 and 76.11, on a voluntary basis, the spread of ordinary hours may be extended to 7.45 am to 9.00 pm on weekdays and 9.00 am to 5.00 pm on Saturday.



- 76.13.** All overtime undertaken at the direction of the Director of Studies shall be paid at the following rates:
- a. Weekdays – time and a half.
  - b. Saturdays for less than five hours – time and a half.
  - c. Saturdays for more than five hours – double time.
  - d. Sundays – double time.
  - e. Public holidays – double time.
- 76.14.** TESOL Language Teachers shall be paid the standard University meal allowance if directed to undertake duties after 6.00pm on weekdays or for more than five hours on Saturdays, Sundays or public holidays.

## **77. Workloads**

- 77.1.** The workload allocation for individual Continuing and Fixed-term TESOL Language Teachers will be discussed with their Supervisor as part of the staff Annual Recognition Development Program. The Supervisor is required to ensure that Continuing and Fixed-term TESOL Language Teachers are consulted and that workloads are allocated and distributed equitably among TESOL Language Teachers in the area, taking into account working hours and maximum load. TESOL Language Teachers may raise questions about the allocation of their workload with their Supervisor at any time. Where one or more TESOL Language Teachers in a work area believe that the overall workload in that area is excessive, they may make a case to the Director of Studies for a review. TESOL Language Teachers are entitled to be represented.
- 77.2.** The TESOL Consultative Committee (TCC) will monitor and review the application of the workloads provisions over the life of the Agreement. The TCC will consult with staff, Academic Managers and the Director of Studies, every six months or as frequently as agreed, to monitor teacher workloads, resource development and staff satisfaction.

## **78. Class Size**

- 78.1.** The ratio of TESOL Language Teachers to students in student visa classes shall average 1 to 18 or as specified by the Tertiary Education Quality and Standards Agency (TEQSA) accreditation requirements, as varied from time to time.
- 78.2.** The ratio of TESOL Language Teachers to students in non-TEQSA accredited course classes is 1 to 20 and can be exceeded only by mutual agreement between the relevant TESOL Language Teacher and a member of the TESOL management team.

## **79. Staff Recognition and Development Program**

- 79.1.** Each Continuing and Fixed-term TESOL Language Teacher will undergo a staff recognition and development program annually. The purpose of the program will be for each TESOL Language Teacher and Supervisor to:
- a. Recognise performance;
  - b. Identify specific development needs;
  - c. Enable collaborative professional planning; and
  - d. Address any workloads issues.

- 79.2.** Casual TESOL Language Teachers with more than 24 months continuous service (with continuous service defined as having taught in a minimum of 40 weeks in each of the preceding two years) will be eligible to participate bi-annually in a Casual TESOL Language Teacher recognition and development process should they wish. This would take place at a mutually convenient time within the calendar year for the TESOL Language Teacher and their Supervisor/mentor.

## **80. Development and Project Work**

- 80.1.** From time to time, the Institute will initiate projects that may require the input of Continuing and Fixed-term TESOL Language teachers. Where a TESOL Language teacher is assigned to a project, they will normally receive a reduced weekly teaching load, which may vary as agreed with their Supervisor and the TESOL Language teacher.

## **81. Voluntary Senior Teacher, Level, Course and Program Convenors**

- 81.1.** The parties agree that, based on operational needs as determined by the Director, Senior Teacher roles will be available to Continuing TESOL Language Teachers, and that Level, Course, and Program Convenors will be available to Continuing, Fixed- term and Casual TESOL Language Teachers on a voluntary basis and will be remunerated in accordance with Schedule 5 – Position of Responsibility Allowances. Pro-rata remuneration provisions of the Enterprise Agreement will apply to the allowances for these positions.

## **82. Specific Duties**

- 82.1.** Continuing and Fixed-term TESOL Language Teachers are entitled to take up to ten (10) days of Specific Duties per annum during non-teaching periods. Specific Duties can only be applied for after a teacher has received their teaching schedule for the time period concerned. The timing, nature and location of activities undertaken will be mutually agreed between the TESOL Language Teacher and their Supervisor. If approved, Specific Duties are to be taken in full or half-day blocks.

## **83. Conference/Workshop Attendance**

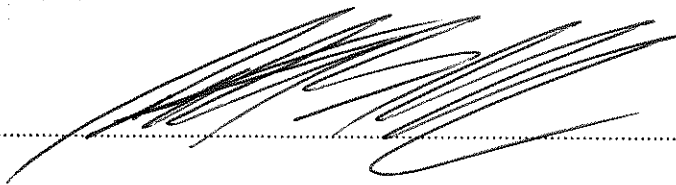
- 83.1.** Continuing and Fixed-term TESOL Language Teachers shall be entitled to apply for Specific Duties and financial support for local, national and international conference/workshop attendance. Papers shall normally be presented for the Language Teacher to be eligible for financial support. Applications will be considered on a case by case basis.
- 83.2.** Casual TESOL Language Teachers shall be eligible to apply for financial support for local, national and international conference attendance. Papers shall normally be presented for the TESOL Language Teacher to be eligible for financial support. Applications will be considered on a case by case basis.

## **84. Study and Examination Leave**

- 84.1.** Continuing TESOL Language Teachers undertaking part-time courses of study leading to the attainment of formal qualifications, which are considered relevant to their employment, will normally be granted study leave subject to the convenience of the Institute under the following conditions:
- a. Wherever possible, a TESOL Language Teacher is required to attend lectures, tutorials or laboratories, or other compulsory components of higher degree study outside working hours. However, where this is not possible, study leave of up to a maximum of four (4) hours per week during semester class periods will be granted without the TESOL Language Teacher being required to make up this time.
  - b. TESOL Language Teachers undertaking a relevant approved course of study, which does not require attendance during work hours, may apply for study leave up to a maximum of four (4) hours per week during semester class periods. Such study leave shall be calculated on the basis of one half (0.5) hour for each compulsory lecture, tutorial and/or laboratory.
  - c. Study leave for repeat subjects shall only be granted when a TESOL Language Teacher has not previously been granted study leave for those subjects.
  - d. TESOL Language Teachers taking courses of study, for which they receive study leave, shall also be granted study leave to attend examinations which occur during work hours. In addition, they may be granted study leave for half a day for the purpose of preparing for each of such examinations.
- 84.2.** In special circumstances, TESOL Language Teachers on Fixed-term appointments may be granted study and examination leave as outlined above.

**Signatories to  
The University of Queensland Enterprise Agreement  
2018 – 2021 (UQ)**

**Signed for and on behalf of The University of Queensland**

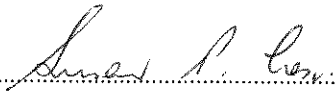
Signature 

Title Vice-Chancellor

Printed Name Professor Peter Høj

Address:  
The University of Queensland  
Brisbane  
QLD 4072

In the presence of.....

Signature 

Printed Name SUSAN COX

**Signatories to  
The University of Queensland Enterprise Agreement  
2018 – 2021 (NTEU)**

**Signed for and on behalf of National Tertiary Education Industry Union**

Signature.....

Title **General Secretary**.....

Printed Name **Grahame McCulloch**.....

Address:

National Tertiary Education Union

120 Clarendon Street

South Melbourne VIC 3205

In the presence of: .....

Signature.....

Printed Name **Renee Veal**.....

**Signatories to  
The University of Queensland Enterprise Agreement  
2018 – 2021 (ASU/Together)**

**Signed for and on behalf of ASU/Together**

Signature..... 


Title..... *Brand Secretary*

Printed Name..... *Alex Scott*

Address:

27 Peel Street, South Brisbane. QLD 4101

In the presence of:..... *ROSA SOTTILE, C. DEC 116003*

Signature..... 

Printed Name..... *ROSA SOTTILE*

**Signatories to  
The University of Queensland Enterprise Agreement  
2018 – 2021 (United Voice)**

**Signed for and on behalf of United Voice**

Signature.....

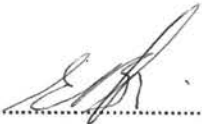
Title..... *Branch Secretary*

Printed Name..... *Gary Bullock*

In the presence of: .....

Address:

27, Peel Street, South Brisbane. QLD 4101.

Signature.....

Printed Name..... *Evanna Beljak*

## SCHEDULE 1 POLICIES

- 1.40 Quality Assurance Mechanisms and Reviews
  - 1.40.05 Organisational Unit Reviews
  
- 1.50 Ethical Conduct in the Workplace
  - 1.50.02 Outside Work and Business Interests for University Staff
  - 1.50.03 Intellectual Freedom, Academic Freedom
  
- 1.70 Equity and Diversity
  - 1.70.01 Equity and Diversity
  - 1.70.02 Prevention of Sexual Harassment
  - 1.70.03 Prevention of Racism
  - 1.70.05 Children on Campus
  - 1.70.06 Prevention of Discrimination and Harassment
  - 1.70.08 Disability
  
- 1.90 Corporate Management
  - 1.90.01 University Travel Management
  
- 2.10 Workplace Health and Safety
  - 2.10.03 Health, Safety and Wellness
  
- 2.20 Facility and Electrical Safety
  - 2.20.01 Asbestos Management
  - 2.20.05 Electrical Safety
  
- 2.25 Workers' Compensation and Rehabilitation
  - 2.25.01 Workers' Compensation
  
- 2.30 Safe Working Environment
  - 2.30.05 Minimum Standards of Dress and Personal Protective Equipment
  
- 2.60 Safe Working Environment
  - 2.60.20 First Aid
  - 2.60.01 Alcohol, Tobacco Smoking and other Drugs



- 2.70 Occupational Hygiene and Chemical Safety
- 2.70.06 Storage and Handling of Flammable and Combustible Liquids
  
- 4.10 Research Management and Administration
- 4.10.13 Intellectual Property for Staff, Students and Visitors
  
- 5.20 Title Holders
- 5.20.14 Industry Fellow
  
- 5.30 Pre-employment and Orientation
- 5.30.01 Recruitment and Selection
- 5.30.03 Staff Induction
- 5.30.04 Employment of Relatives and other Close Associates
- 5.30.14 Volunteers
- 5.30.16 Pre-placement Medical Assessments
- 5.30.18 Aboriginal and Torres Strait Islander Employment Policy
  
- 5.40 Position Classification and Review
- 5.40.03 Evaluation and Classification of Positions
  
- 5.41 Academic Staff – Appointments, Duties and Responsibilities
- 5.41.02 Tutorial Fellows and Tutorial Assistants
- 5.41.05 Probation and Confirmation of Continuing Appointment (Academic Staff)
- 5.41.07 Workload Allocation for Academic Staff
- 5.41.12 Academic Categories
  
- 5.43 Employment Conditions
- 5.43.03 Trainees and Apprentices
- 5.43.04 Supported Wage
- 5.43.07 Career Planning for Retirement
- 5.43.09 Transfer and Travel between University Locations
  
- 5.50 Reimbursements, Allowances, Loadings and Superannuation
- 5.50.01 Salary Loadings
- 5.50.02 Provision of Uniforms and Protective Clothing
- 5.50.03 Reimbursement of Establishment Expenses for New Appointees
- 5.50.11 Appointment of First Aid Officers
- 5.50.12 Superannuation
- 5.50.13 Withholding of Payments During a Period of Imprisonment or Detention
- 5.50.16 Work and Expense-Related Allowances for Professional Staff

- 5.55 Hours of Work and Flexible Work Arrangements
  - 5.55.05 Hours of Work Overtime and Staff Attendance (Professional Staff)
  - 5.55.07 Flexible Working Arrangements
  
- 5.60 Leave
  - 5.60.01 Leave Entitlements Policy
  - 5.60.21 Christmas/New Year University Leave
  - 5.60.23 Leave to Contest Elections and Hold Office
  
- 5.70 Performance Management and Grievance Procedures
  - 5.70.01 Performance Appraisal for Professional and TESOL Language Teaching Staff
  - 5.70.02 Probation for Professional Staff
  - 5.70.03 Diminished Performance and Unsatisfactory Performance
  - 5.70.06 Staff Assistance Services
  - 5.70.08 Staff Grievance Resolution
  - 5.70.13 Medical Conditions Affecting Performance
  - 5.70.15 Performance Appraisal for Academic Staff
  - 5.70.17 Criteria for Academic Performance
  
- 5.80 Career Development, Increments and Staff Recognition
  - 5.80.01 Staff Development
  - 5.80.02 Special Studies Program
  - 5.80.03 Recognition of 25 Years' Service - Professional Staff
  - 5.80.07 Study Assistance Scheme for Professional Staff
  - 5.80.10 Secondments
  - 5.80.12 Promotion of Academic Staff Levels A - D
  
- 5.90 Cessation of Appointment
  
- 9.70 Insurance
  - 9.70.01 Insurance

## SCHEDULE 2 ACADEMIC STAFF SALARIES

		31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Level	Scale				
E	0101	\$178,571.98	\$181,964.85	\$185,422.18	\$189,130.62
D	0404	\$152,726.04	\$155,627.83	\$158,584.76	\$161,756.46
	0304	\$148,026.85	\$150,839.36	\$153,705.31	\$156,779.42
	0204	\$143,327.10	\$146,050.31	\$148,825.27	\$151,801.78
	0104	\$138,627.92	\$141,261.85	\$143,945.83	\$146,824.75
C	0606	\$132,753.93	\$135,276.25	\$137,846.50	\$140,603.43
	0506	\$129,230.12	\$131,685.49	\$134,187.51	\$136,871.26
	0406	\$125,706.28	\$128,094.70	\$130,528.50	\$133,139.07
	0306	\$122,180.71	\$124,502.14	\$126,867.68	\$129,405.03
	0206	\$118,656.90	\$120,911.38	\$123,208.70	\$125,672.87
	0106	\$115,131.95	\$117,319.46	\$119,548.53	\$121,939.50
B	0606	\$111,607.58	\$113,728.12	\$115,888.95	\$118,206.73
	0506	\$108,083.12	\$110,136.70	\$112,229.30	\$114,473.89
	0406	\$104,558.77	\$106,545.39	\$108,569.75	\$110,741.15
	0306	\$101,034.37	\$102,954.02	\$104,910.15	\$107,008.35
	0206	\$97,509.94	\$99,362.63	\$101,250.52	\$103,275.53
	0106	\$93,985.59	\$95,771.32	\$97,590.98	\$99,542.80
A	0808	\$89,285.83	\$90,982.26	\$92,782.26	\$94,637.91
	0708	\$86,291.31	\$87,930.84	\$89,730.84	\$91,525.46
	0608*	\$83,295.80	\$84,878.42	\$86,678.42	\$88,411.99
	0508	\$80,302.03	\$81,827.77	\$83,627.77	\$85,300.33
	0408	\$77,307.10	\$78,775.93	\$80,575.93	\$82,187.45
	0308	\$73,620.77	\$75,019.56	\$76,819.56	\$78,355.95
	0208	\$69,935.57	\$71,264.35	\$73,064.35	\$74,525.64
	0108	\$66,283.50	\$67,542.89	\$69,342.89	\$70,729.75

Rate per annum		31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Classification	Scale				
Tutorial Fellow (half-time)	0808	\$44,642.91	\$45,491.13	\$46,391.13	\$47,318.95
	0708	\$43,145.65	\$43,965.42	\$44,865.42	\$45,762.73
	0608*	\$41,647.90	\$42,439.21	\$43,339.21	\$44,205.99
	0508	\$40,151.01	\$40,913.88	\$41,813.89	\$42,650.17
	0408	\$38,653.55	\$39,387.97	\$40,287.97	\$41,093.73
	0308	\$36,810.38	\$37,509.78	\$38,409.78	\$39,177.98
	0208	\$34,967.78	\$35,632.17	\$36,532.18	\$37,262.82
	0108	\$33,141.75	\$33,771.44	\$34,671.45	\$35,364.88

\* Any Level A Academic required to carry out full course coordination duties as part of his or her 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		31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Classification	Scale				
Tutorial Assistant (Honours or equivalent quarter-time)	0808	\$22,321.46	\$22,745.57	\$23,195.57	\$23,659.48
	0708	\$21,572.83	\$21,982.71	\$22,432.71	\$22,881.36
	0608*	\$20,823.95	\$21,219.61	\$21,669.61	\$22,103.00
	0508	\$20,075.51	\$20,456.94	\$20,906.94	\$21,325.08
	0408	\$19,326.78	\$19,693.99	\$20,143.98	\$20,546.86
	0308	\$18,405.19	\$18,754.89	\$19,204.89	\$19,588.99
	0208	\$17,483.89	\$17,816.08	\$18,266.09	\$18,631.41
	0108	\$16,570.88	\$16,885.72	\$17,335.72	\$17,682.44
Tutorial Assistant (less than Honours)	0101	\$12,759.19	\$13,001.61	\$15,471.92	\$15,781.36

## ACADEMIC STAFF SALARIES – LOADINGS

Rate per annum	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Loading description				
Professorial Merit Loading	\$24,269.46	\$24,730.58	\$25,200.46	\$25,704.47
Clinical Loading	\$30,911.02	\$31,498.33	\$32,096.80	\$32,738.74
Para-clinical Loading	\$20,631.57	\$21,023.57	\$21,423.02	\$21,851.48
Pre-Clinical Loading	\$15,478.64	\$15,772.73	\$16,072.41	\$16,393.86
Dental Loading	\$15,478.64	\$15,772.73	\$16,072.41	\$16,393.86

## SCHEDULE 3 DUTIES AND PAY CALCULATION OF CASUAL ACADEMIC STAFF

### Formulae for Casual Staff Pay Rates

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

**a. Lecturing and Higher Marking Rate**

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B salary scale (**rate**) and calculated as

$$\frac{(\text{Level B02 rate}/52) \times 1.25}{37.5}$$

**b. Rate Applicable to Performance of Other Duties Involving Full-Time Subject Coordination or Possession of a Relevant Doctoral Qualification**

The base rate applicable where the duties include full course coordination or the Academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A salary scale (**rate**) and calculated as:

$$\frac{(\text{Level A06 rate}/52) \times 1.25}{37.5}$$

**c. Rate applicable to All Other Duties**

The base rate applicable to all other duties including tutoring rates not covered by the rate in (b) above is determined by reference to the second step of the full-time Level A salary scale (**rate**) and calculated as

$$\frac{(\text{Level A02 rate}/52) \times 1.25}{37.5}$$

## Definition of the Categories and Duties of Casual Academic Staff

Casual Academic staff are paid according to the category of their duties. The rates for each category are in Schedule 2 of this Agreement. The relevant definitions are set out below.

### a. Casual Lecturing

Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

A Casual Academic staff member may be required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide non-contact duties in the nature of preparation, directly-associated and contemporaneous marking, and student consultation. These non-contact duties will be directly associated with, and arising from, the delivery of a specific lecture. "Directly-associated and contemporaneous marking" in this context does not include bulk or course-wide marking of general assignments or examination papers, but could include marking of items such as laboratory tests, papers or assignments, etc. which have arisen from the lecture, are directly associated with it and marked in a timely fashion if a single lecture, or before the next scheduled lecture if part of a series of lectures. Such marking will not exceed the associated working time for the relevant lecture, allowing also (where relevant) reasonable time for student consultation and preparation.

If marking is done within the lecture time (and/or associated working time), the marking rate is not payable in addition to the lecturing rate.

The staff member shall be paid at the appropriate rate for each hour of lecture delivered according to one of the following categories:

#### (i) Basic Lecture:

Basic: Staff member has the relevant expertise and the topic of the lecture is known to them, with the preparation of the lecture and its associated materials therefore straightforward. This lecture will normally be part of an established sequence of lectures.

One (1) hour of delivery and two (2) hours of associated working time.

#### (ii) Developed Lecture:

Developed: Staff member has expertise but the lecture requires preparation and development, and preparation of associated information and materials.

One (1) hour of delivery and three (3) hours of associated working time.

#### (iii) 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.

One (1) hour of delivery and four (4) hours of associated working time.

#### (iv) Repeat Lecture:

One (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of seven (7) days and any student consultation and directly-associated and contemporaneous marking, as defined above.

**b. Casual Tutoring**

Tutorial means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

A Casual Academic staff member maybe required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide non- contact duties in the nature of preparation, directly-associated and contemporaneous marking, and student consultation. These non-contact duties will be directly associated with, and arising from, the delivery of a specific tutorial. "Directly-associated and contemporaneous marking" in this context does not include bulk or course-wide marking of general assignments or examination papers, but could include marking of items such as laboratory tests, tutorial presentations or assignments, etc. which have arisen from the tutorial session, are directly associated with it and marked within a week of the session or (if tutorials are not held weekly) before the next regular timetabled tutorial session in the course schedule. Such marking will not exceed the associated working time for the relevant tutorial, allowing also (where relevant) reasonable time for student consultation and preparation.

If marking is done within the tutorial time (and/or associated working time), the marking rate is not payable in addition to the tutoring rate.

The staff member shall be paid at the appropriate rate for each hour of tutorial delivered according to one of the following categories:

**(i) Normal Tutorial:**

One (1) hour of delivery and two (2) hours of associated working time.

**(ii) Repeat Tutorial:**

One (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven (7) days and any student consultation and directly-associated and contemporaneous marking, as defined above.

**(iii) Normal Tutorial – PhD/Coordination:**

One (1) hour of delivery and two (2) hours of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification.

**(iv) Repeat Tutorial – PhD/Coordination:**

One (1) hour of delivery and one (1) hour of associated working time, in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven (7) days and any student consultation and directly- associated and contemporaneous marking, as defined above.

**c. Music Accompanying**

"Music accompanying" means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of Academic staff 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 staff member required to provide music accompanying with directly-associated non-contact duties in the nature of preparation shall be paid at the appropriate rate for each hour of music accompanying delivered according to one of the following categories:

**(i) Music Accompanying:**

Normal: One (1) hour of delivery and one (1) hour of associated working time.

**(ii) Music Accompanying – PhD Coordination:**

One (1) hour of delivery and one (1) hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

**d. Undergraduate Clinical Nurse Education**

Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

A Casual Academic staff member may be required to provide undergraduate clinical nurse education with non-contact duties in the nature of preparation, student consultation and directly-associated and contemporaneous marking (as defined above), shall be paid at the appropriate rate for each hour of clinical nurse education delivered according to one of the following categories:

**(i) Normal Preparation Required:**

One (1) hour of delivery and one (1) hour of associated working time.

**(ii) Little Preparation Required:**

One (1) hour of delivery and half (0.5) hour of associated working time.

**(iii) Normal Preparation Required – PhD/Coordination:**

One (1) hour of delivery and one (1) hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

**(iv) Little Preparation Required – PhD/Coordination:**

One (1) hour of delivery and half (0.5) hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

**e. Casual Marking**

A Casual Academic required to undertake marking will be paid at the appropriate rate for each hour of marking according to one of the following categories:

**(i) Higher Level Marking:**

Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an Academic at Level B.

**(ii) Standard Marking**

**(iii) Standard Marking – PhD/Coordination:**

Standard marking, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.



**f. Other Required Academic Activities**

Other Required Academic Activities includes work that a person, acting as or on behalf of the University requires the Casual Academic to perform and that is performed in accordance with any such requirement, being the work of the following nature of, but not limited to:

- The conduct of practical classes, demonstrations, workshops, student field excursions;
- The conduct of clinical sessions other than clinical nurse education;
- The conduct of performance or visual art studio sessions;
- 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.

This above list is not intended to be exhaustive, but is provided by way of examples and guidance.

A Casual Academic staff member required to undertake other academic activities will be paid the appropriate rate for each hour of such activities according to one of the categories below:

- (i) Base
- (ii) Base plus autonomous academic judgement or major responsibility for a course or tutorial sequence
- (iii) Base plus Subject coordination/PhD.

## SCHEDULE 4 PROFESSIONAL STAFF SALARIES

### Salaries for Professional Staff (Excluding Security Superintendents, Customs House and other Catering Staff)

Rate Per Annum	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Salary Level				
Professional Level 01 inc 01	\$48,349.04	\$49,267.67	\$51,067.67	\$52,089.02
Professional Level 01 inc 02	\$49,383.94	\$50,322.23	\$52,122.23	\$53,164.67
Professional Level 01 inc 03	\$50,415.21	\$51,373.10	\$53,173.10	\$54,236.56
Professional Level 02 inc 01	\$51,723.06	\$52,705.80	\$54,505.80	\$55,595.92
Professional Level 02 inc 02	\$53,008.52	\$54,015.68	\$55,815.68	\$56,931.99
Professional Level 03 inc 01	\$54,041.58	\$55,068.37	\$56,868.37	\$58,005.74
Professional Level 03 inc 02	\$55,960.27	\$57,023.52	\$58,823.52	\$59,999.99
Professional Level 03 inc 03	\$57,878.92	\$58,978.62	\$60,778.62	\$61,994.19
Professional Level 03 inc 04	\$59,800.18	\$60,936.38	\$62,736.38	\$63,991.11
Professional Level 04 inc 01	\$61,179.60	\$62,342.01	\$64,142.01	\$65,424.85
Professional Level 04 inc 02	\$62,471.02	\$63,657.97	\$65,457.97	\$66,767.13
Professional Level 04 inc 03	\$63,673.46	\$64,974.97	\$66,774.97	\$68,110.47
Professional Level 04 inc 04	\$65,055.88	\$66,291.94	\$68,091.94	\$69,453.78
Professional Level 05 inc 01	\$66,347.80	\$67,608.41	\$69,408.41	\$70,796.58
Professional Level 05 inc 02	\$68,932.21	\$70,241.92	\$72,041.92	\$73,482.76
Professional Level 05 inc 03	\$71,513.50	\$72,872.26	\$74,672.26	\$76,165.71
Professional Level 05 inc 04	\$74,098.94	\$75,506.82	\$77,306.82	\$78,852.96
Professional Level 06 inc 01	\$75,957.07	\$77,400.25	\$79,200.25	\$80,784.26
Professional Level 06 inc 02	\$77,877.21	\$79,356.88	\$81,156.88	\$82,780.02
Professional Level 06 inc 03	\$79,794.39	\$81,310.48	\$83,110.48	\$84,772.69
Professional Level 06 inc 04	\$81,714.50	\$83,267.08	\$85,067.08	\$86,768.42

Rate Per Annum	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Salary Level				
Professional Level 07 inc 01	\$83,633.65	\$85,222.69	\$87,022.69	\$88,763.14
Professional Level 07 inc 02	\$86,191.98	\$87,829.63	\$89,629.63	\$91,422.22
Professional Level 07 inc 03	\$88,751.84	\$90,438.12	\$92,238.12	\$94,082.88
Professional Level 07 inc 04	\$91,350.33	\$93,085.99	\$94,885.99	\$96,783.71
Professional Level 08 inc 01	\$94,667.38	\$96,466.06	\$98,298.92	\$100,264.90
Professional Level 08 inc 02	\$98,545.87	\$100,418.24	\$102,326.19	\$104,372.71
Professional Level 08 inc 03	\$102,420.24	\$104,366.22	\$106,349.18	\$108,476.16
Professional Level 08 inc 04	\$106,298.69	\$108,318.37	\$110,376.42	\$112,583.95
Professional Level 09 inc 01	\$110,986.34	\$113,095.08	\$115,243.89	\$117,548.77
Professional Level 09 inc 02	\$113,053.90	\$115,201.92	\$117,390.76	\$119,738.58
Professional Level 09 inc 03	\$115,122.41	\$117,309.74	\$119,538.63	\$121,929.40
Professional Level 09 inc 04	\$117,446.89	\$119,678.38	\$121,952.27	\$124,391.32

## SCHEDULE 5 TESOL LANGUAGE TEACHER STAFF SALARIES

### Position of Responsibility Allowance

#### Senior Teacher and Convenor Allowances for Continuing, Fixed-Term and Casual TESOL Language Teachers

Rate Per Annum	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Position of Responsibility Allowance				
Level 1	\$3,242.93	\$3,304.91	\$3,367.72	\$3,434.60
Level 2	\$6,485.85	\$6,609.83	\$6,735.43	\$6,869.19
Level 3	\$9,728.78	\$9,914.74	\$10,103.15	\$10,303.79

- Weekly rates for Convenors are calculated by dividing annual rates by 45 (weeks).
- Weekly rates for Senior Teachers are calculated by dividing annual rates by 52 (weeks) and are pro rata for fractional appointments.

#### Level 1:

Convenor for minimum of two (2) classes.

#### Level 2:

Convenor for a minimum of five (5) classes.

#### Level 3:

Convenor for a minimum of fifteen (15) classes, or a Senior Teacher with responsibilities across a defined TESOL program area e.g. customised programs, teacher training, TESOL Regular Programs (TRP), or the Bridging English Program (BEP). Senior Teacher positions are only available to Continuing TESOL Language teachers.

**Salaries for Continuing and Fixed-Term TESOL Language Teachers**

Rate Per Annum Salary Level	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
1	\$58,672.68	\$59,787.46	\$61,587.46	\$62,819.21
2	\$59,686.35	\$60,820.39	\$62,620.39	\$63,872.80
3	\$61,514.84	\$62,683.62	\$64,483.62	\$65,773.29
4	\$63,596.73	\$64,805.07	\$66,605.07	\$67,937.17
5	\$66,832.63	\$69,902.45	\$69,902.45	\$71,300.50
6	\$68,988.62	\$70,299.40	\$72,099.40	\$73,541.39
7	\$71,148.47	\$72,500.29	\$74,300.29	\$75,786.30
8	\$73,306.42	\$74,699.24	\$76,499.24	\$78,029.22
9	\$75,477.99	\$76,912.07	\$78,712.07	\$80,286.31
10	\$78,271.39	\$79,758.55	\$81,558.55	\$83,189.72
11	\$80,871.82	\$82,408.38	\$84,208.38	\$85,892.55
12	\$83,168.11	\$84,748.30	\$86,548.30	\$88,279.27

### Schedule 5 – Salary Scale for Casual Language Teachers

Contact rates for TESOL Casual Language Teachers as set out in **Schedule 5** shall be paid according to the following four tiered salary scale, which recognises qualifications and experience:

**Rate 1:** Degree and maximum qualification of Graduate Certificate in TESOL or related field including a supervised practicum of at least 6 hours plus a minimum of 800 hours ELT to Adults experience.

**Rate 2:** 800 hours teaching experience at UQ-ICTE within the three years prior to their date of entitlement to apply for the higher rate in addition to the qualifications and experience required for Rate 1.

**Rate 3:** Degree and minimum qualification of Graduate Diploma in TESOL or related field including a supervised practicum of at least 6 hours plus a minimum of 1500 hours ELT to Adults experience.

**Rate 4:** 800 hours teaching experience at UQ-ICTE within the three years prior to their date of entitlement to apply for the higher rate in addition to the qualifications and experience required for Rate 3.

Rate Per Hours Teaching Rate	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Rate 1	\$75.55	\$76.99	\$78.45	\$80.02
Rate 2	\$77.06	\$78.53	\$80.02	\$81.62
Rate 3	\$80.99	\$82.53	\$84.10	\$85.78
Rate 4	\$82.61	\$84.18	\$85.78	\$87.49

Rate Per Hours Non-Teaching Rate	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Rate 1	\$39.76	\$40.52	\$41.29	\$42.11
Rate 2	\$40.56	\$41.33	\$42.11	\$42.96
Rate 3	\$42.63	\$43.44	\$44.26	\$45.15
Rate 4	\$43.48	\$44.30	\$45.15	\$46.05

Rate 2 is set at 102.0% of Rate 1.

Rate 3 is set at 107.2% of Rate 1.

Rate 4 is set at 102.0% of Rate 3.

Non-teaching rate is set at 52.63% of the relevant teaching rate.

## SCHEDULE 6 CLASSIFICATION STRUCTURE AND JOB DESCRIPTORS FOR PROFESSIONAL STAFF

### 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 staff member 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 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 year diploma.

**1.2.10 Postgraduate Degree**

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

**1.2.11 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 staff are supervised or managed and the role of staff in supervising or managing others.

**1.3.4 Task Level**

The type, complexity and responsibility of tasks typically performed by staff 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 staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.



### **1.3.6 Judgement, Independence and Problem Solving**

- (a) Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member 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 actions 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 staff in different occupations at each of the classification levels.

## **2. HIGHER EDUCATION WORKER LEVEL 1**

### **2.1 Training Level or Qualifications**

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

**2.1.2** Staff engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and Supervisors, work and documentation procedures, occupational health and safety, equal 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 level 2 duties.

### **2.3 Level of Supervision**

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

### **2.4 Task Level**

Straightforward manual duties, or elements of 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 Judgement, Independence and Problem Solving**

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

### **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**

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; or
- 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 staff which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

#### **3.6 Judgement, 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 staff member 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** 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; or
- 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 staff 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 Judgement, Independence and Problem Solving**

Exercise judgement 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** Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

**4.7.4 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 staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel.
- (c) Process accounts for payment.

**5. HIGHER EDUCATION WORKER LEVEL 4**

**5.1 Training Level or Qualifications**

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; or
- Completion of a Certificate IV with relevant work experience; or
- Completion of a post-trades certificate and extensive relevant experience and on the job training; or
- 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 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 staff 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 Judgement, 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 data base 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**

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; or
- Completion of an advanced diploma qualification and at least one (1) years subsequent relevant work experience; or
- Completion of a diploma qualification and at least two (2) years subsequent relevant work experience; or
- Completion of a Certificate IV and extensive relevant work experience; or
- 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 staff.

**6.4 Task Level**

Apply body of broad technical knowledge and experience at a more advanced level than level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

**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 Judgement, Independence and Problem Solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for 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 level 4, including:**

- Assist with reader education programs and more complex bibliographic and acquisition services.
- Operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an 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**

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

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

**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 staff.

**7.4 Task Level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff 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 Judgement, Independence and Problem Solving**

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

## **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**

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; or
- 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 staff including administrative, technical and/or professional staff.



**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 Judgement, Independence and Problem Solving**

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

**8.7 Typical Activities**

- 8.7.1 In a library, combine specialist expertise and responsibilities for managing a library function.
- 8.7.2 In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- 8.7.3 In technical manager positions, the management of teaching and research facilities for a department or school.
- 8.7.4 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- 8.7.5 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**

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; or
- 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 staff including administrative, technical and/or professional staff.

**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 staff member 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 Judgement, 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 judgement 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**

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

- Postgraduate qualifications and extensive relevant experience; or
- Extensive management experience and proven management expertise; or
- An equivalent combination of relevant experience and/or education/training.

**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 staff including administrative, technical and/or professional staff.

**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 Judgement, 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 judgement 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.

**11. HIGHER EDUCATION WORKER LEVEL 10**

**11.1 Training Level or Qualifications**

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- Proven expertise in the management of significant human and material resources; in addition to, in some areas
- Postgraduate qualifications and extensive relevant experience.

**11.2 Occupational Equivalent**

Senior program, research or administrative manager.

**11.3 Level of Supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

**11.4 Task Level**

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

**11.5 Organisational Knowledge**

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

**11.6 Judgement, Independence and Problem Solving**

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

**11.7 Typical Activities**

**11.7.1** Manage a large functional unit with a diverse or complex set of functions and significant resources.

**11.7.2** Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

**11.7.3** Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

## SCHEDULE 7 HERON ISLAND RESEARCH STATION PROFESSIONAL STAFF SCHEDULE

### 1. Definitions

- 1.1 "Agreement" shall mean The University of Queensland Enterprise Agreement 2018 - 2021

### 2. Application

The provisions in this schedule shall be binding upon the following:

- 2.1 The University of Queensland (the employer); and
- 2.2 All Professional staff employed from time to time at The University of Queensland Heron Island Research Station.

### 3. Conditions

The following conditions shall apply to all staff described in 2.2 above (hereinafter referred to as "Staff"):

- 3.1 Staff 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 21 minutes); followed by one (1) fatigue day; followed by seven (7) consecutive working days (working eight (8) hours 21 minutes); followed by seven (7) days off;
  - (b) Ten (10) consecutive working days (working seven (7) hours 15 minutes) followed by four (4) consecutive days off;
  - (c) Nine (9) consecutive working days (working eight (8) hours 3 minutes) followed by five (5) consecutive days off;
  - (d) Five (5) working days (working seven (7) hours 15 minutes) followed by two (2) consecutive days off.
- 3.2 It is the intention of the University that staff members be provided with adequate time off between rosters to ensure that staff members have adequate rest periods between rosters. Where staff members 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 staff 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 staff members, staff members who are recalled to duty by the Station Manager outside of their rostered hours during a roster cycle will be remunerated at double time 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 staff members 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** A staff member instructed to work by the Station Manager on approval of the relevant Faculty on any rostered day off will be remunerated at double time with a minimum payment in accordance with this Agreement.
- 3.7** A staff member instructed to work by the Station Manager on approval of the relevant Faculty who works on a public holiday which falls within the work cycle shall be remunerated at double time and a half with a minimum payment in accordance with this Agreement.
- 3.8** Should a public holiday fall on one (1) or more of a staff member's rostered days off, then the staff member shall be allowed a further day off for each public holiday to be taken as agreed between the employer and the staff member.
- 3.9** It is the University's intention that Staff 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, staff 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 staff are allowed to use flexible work arrangements 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 employer will in respect of a staff member, during each calendar year of the staff member's service, pay for up to 26 return catamaran trips to the mainland at the subsidised rate.

- 3.11** Unless otherwise agreed with the Station Manager, staff members will be required to spend a minimum period of 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 21 day period may be made up of any combination of the following that has accrued to the staff member:
- (a) Rostered day off;
  - (b) Recreation leave;
  - (c) Long service leave;
  - (d) VBT or TOIL; and / or
  - (e) Any other period of approved paid or unpaid leave.
- 3.12** By agreement with the staff member the employer may extend the spread of ordinary hours contained in this Agreement in order to facilitate arrangements dealt with in this Schedule.

## SCHEDULE 8 THE UNIVERSITY OF QUEENSLAND SECURITY SHIFT SUPERINTENDENTS SCHEDULE

### 1. Application

The provisions in this schedule shall be binding upon the following:

- 1.1 The University of Queensland (the employer);
- 1.2 All Professional staff 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:

Rate Per Annum	31-Mar-18	28-Feb-19	31-Jan-20	1-Jan-21
Salary Level				
SS0101	\$79,227.34	\$80,732.66	\$82,532.66	\$84,183.31
SS0102	\$82,333.01	\$83,897.34	\$85,697.34	\$87,411.29
SS0103	\$85,423.00	\$87,046.04	\$88,846.04	\$90,622.96
SS0104	\$88,524.13	\$90,206.09	\$92,006.09	\$93,846.21

### 3. Rates for Ordinary Hours

The rates of pay contained in clause 2 above 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, the wage rates set out in clause 2 above shall be inclusive of shift and weekend penalties.

### 5. Shift Work

Security Shift Superintendents shall undertake shift work in accordance with this Schedule, provided that clause 69.13 Shift Allowances of this Agreement shall not apply.



## SCHEDULE 9 SCHOOL OF VETERINARY SCIENCE – PROFESSIONAL CLINICAL STAFF SCHEDULE

### 1. Application

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
- UQVETS Production Animal Service.

### 1.2 The following staff are covered by this Schedule:

- Veterinary Reception
- Animal Care (e.g. staff 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.
- Veterinarians (Clinical Work Appointments).

### 1.3 The provisions of this Schedule do not apply to staff holding Academic appointments.

### 1.4 The provisions of this Schedule will apply to full-time and part-time Continuing or Fixed-term staff and to Casuals holding Professional (HEW Level) appointments.

### 1.5 All Professional staff positions as 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. To avoid doubt the provisions of Clause 69.12 Hours of Work – Shift Workers do not apply.

## 2. Hours of Work – Arrangements

2.1 Staff may work in one of three ways:

- (a) Standard hours outside of a rostered shift; and / or
- (b) A continuous shift roster; and / or
- (c) A non-continuous shift worker.

## 3. Standard Hours Outside of a Rostered Shift

3.1 The daily span for ordinary hours to be worked is 6am to 9pm.

3.2 Staff 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 shift work system.

## 4. Continuous Shift Roster

4.1 A continuous shift roster is a roster where the hours of work are regularly rotated covering a 24 hour per day operation over a 7 day week. Staff 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 24 hour per day operation over a 7 day week; and
- (b) Regularly work night shifts and/or Sundays and Public Holidays.

4.2 Full-time staff working a continuous shift roster will be entitled to 181 hours and 15 minutes (25 days) recreation leave for each 12 months of continuous paid service. Part-time staff working a continuous shift roster will be entitled to recreation 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 (12) hours in length will be inclusive of meal breaks. No staff member is to work more than 12 hours in one shift.

**4.5** A 30 minute paid break is to be taken between the commencement of the fourth hours and the completion of the sixth hours of a continuous shift at such time as will not interfere with the continuity of work. Where a staff member rostered to work more than 10 hours a 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 pauses 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 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. Non-Continuous Shift Roster**

**5.1** A Non-continuous shift roster means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) over a 7 day week, but not necessarily rotated through a 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
Afternoon Shift	15% Loading for each shift worked
Night Shift	25% Loading for each shift worked

50% Loading for all time worked between midnight Friday and 6:00am Monday	
50% Loading for all time worked between midnight Friday and 6:00am Monday	
50% Loading for all time worked between midnight Friday and 6:00am Monday	

- 5.4** A 30 minute paid break is to be taken between the commencement of the fourth hours and the completion of the sixth hours of a Non-Continuous shift at such time as will not interfere with the continuity of work. Where a staff member rostered to work more than 10 hours a 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 pauses 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 staff member.
- 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 staff 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 staff affected. A staff member 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** Staff on a Continuous Shift Roster will be provided two consecutive days off following five (5) shifts, and three (3) consecutive days off following 6 shifts.
- 6.4** Staff on a Non-Continuous Shift Roster will be provided two 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 staff when a change to a Continuous or Non-Continuous shift roster is proposed. Staff may be represented in the consultation process. As part of this Consultation the University shall provide relevant information about the change, invite staff to give their views, and consider, the impact of the change (including in relation to their family or caring responsibilities).

Not less than fourteen 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** A staff member may voluntarily exchange duties and hours of work with another staff member 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 staff member originally rostered; and
  - (ii) No staff member will be permitted to work two consecutive shifts.
- 6.7** Staff working a Continuous or Non-Continuous shift roster will be entitled to a minimum period of ten hours' break between shifts.

- 6.8** Except where overtime is worked, a Staff member who rotates from one shift to another:
- (i) For the purpose of changing shift rosters; or
  - (ii) Where a shift worker does not report for duty,

will, unless released from duty for eight consecutive hours upon the completion of their shift, be paid double the prevailing rates until released from duty for such period, and will then be entitled to be absent until they have had eight 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 Shift Work Roster**

- 7.1** Staff may be transferred to and from a Continuous or Non-Continuous shift roster by mutual written agreement with the staff member. Generally, 14 days' notice before commencement of shift work will be given unless a lesser period is agreed by the staff member.
- 7.2** Wherever possible the transfer should enable commencement of Continuous or Non-Continuous shift work 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 shift worker overtime rates.
- 7.4** When transferred to shift work the provisions of employment providing particular entitlements for Continuous or Non-Continuous shift workers (such as additional annual leave for continuous shift workers) commence at the effective date of transfer.
- 7.5** Unless otherwise agreed by employee the minimum period of transfer to work Continuous or Non-Continuous shift work will be to be 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 Staff at HEW Level 8 and above and Non-Continuous Shift or Continuous Shift Workers)**

- 8.1** Continuing and Fixed-term staff covered by this schedule (excluding staff at HEW level 8 and above) who are not working either a Non-Continuous Shift or Continuous Shift in accordance with clause 7, will work in accordance with the following table:

Maximum hours	Hours/Day	Standard Spread – Days	Standard Spread – Hours
72.5 hours per fortnight	Maximum 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 staff will work a maximum of 72.5 hours per fortnight or 10 hours per engagement. The standard spread of hours for Casual staff is open span.
- 8.3** Continuing and Fixed-term staff will be paid at the rate of time and a half 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 on any one engagement or in any one 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 staff does not include the Casual loading:

Monday to Saturday	Sunday	Public Holidays
Time and a half for the first three hours and double time thereafter	Double time	Double time and a half

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

**9. Recalled to Work**

- 9.1** A staff member 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 10 THE UNIVERSITY OF QUEENSLAND CUSTOMS HOUSE SCHEDULE

### 1. Application

The provisions of this Schedule are binding on all hospitality staff employed by Customs House.

### 2. Conditions of Employment for Customs House Hospitality Staff

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

Casual staff are a valued part of the workforce of Customs House. Customs House supports assisting suitably qualified Casual staff to obtain either part-time or fulltime employment where suitable vacancies arise. Casual staff 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 staff will be given by selection panels when assessing applications for ongoing fulltime 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.

3.2 This Agreement includes the payment of salary increases payable on or from the dates set out in clause 62.

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, 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/Banquets Supervisor Snr).

3.4 The salary rate applicable to apprentices shall be the following percentage of the salary rate payable for the trade-qualified staff in the trade for which they are apprenticed:

Year	Percentage of appropriate salary rate
First year	40%
Second year	55%
Third year	75%
Fourth year	90%

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

3.5 Casual staff shall be paid at the hourly rate of 1/38 th 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 staff 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 Hospitality Staff (excluding HEW level 8) employed at Customs House will be in accordance with the following table, subject to clauses 4.6, 4.7 and 4.8:

Max hrs/Cycle	Max Hrs/Day	Standard Spread – Days	Standard Spread – Hours
152 hrs/4 weeks subject to clause 4.6	Min 4 hrs per day Max 10 hrs per day or 12 hrs by written agreement.	Sunday to Saturday	Open Span

- 4.2 Casual staff employed at Customs House will work a maximum of 76 hours per fortnight or 10 hours per day or, by agreement, 12 hours per day. The standard spread of hours for Casual staff is open span.
- 4.3 Hours of work for Hospitality Staff employed at HEW level 8 are in accordance with clause 69.3.
- 4.4 The overtime rates applicable for continuing and Fixed-term Hospitality Staff (excluding HEW level 8) employed at Customs House will be in accordance with the following table:

Monday to Saturday	Sunday	Public Holidays
Time and a half for the first three hours and double time thereafter (minimum 2 hours payment on RDO)	Double time	Double time and a half

- 4.5 Casual staff employed at Customs House will be paid overtime for hours worked in excess of 10 hours per day or where agreed, after 12 hours. Casual staff will receive the greater of overtime rates set out in the above table or the Casual loading but not both.
- 4.6 In lieu of the standard hours in clause 4.1, a staff member (excluding HEW level 8) may work an accrued time arrangement, where mutually agreed between the staff member and the Director Customs House, provided that:
- The work is carried out at least as effectively as under the standard hours in clause 4.1.
  - Staff must be available to meet operational requirements during predetermined hours.
  - Arrangements are made for appropriate supervision of work and recording of times worked.
- 4.7 A staff member with an accrued time arrangement may work 38 hours per week and accumulate accrued time for additional hours worked, provided that:
- The maximum number of hours that may accrue any week or fortnight is 9 and 18 respectively.
  - The maximum number of hours that may accumulate as credit is 38 hours.
  - The maximum number of hours that may accumulate as debit is 7.6 hours.
  - The accrued time must be taken within 6 months of accrual.



- (e) A meal break of 30 minutes must be taken where a staff member has worked continuously for 5 hours.
- (f) Where a paid personal leave entitlement exists, a staff member cannot access accrued time in lieu of personal leave.

**4.8** Staff are not entitled to accumulate accrued time outside of the provisions in clause 4.7. 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** Staff, including Casual staff, who are required to work for five or more hours in a day must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.

**5.2** If a staff member is required to work more than five hours after they have been given the unpaid meal break, the staff member must be given an additional 20 minute paid break.

**5.3** If a staff member is required to work more than 10 hours in the day, the employee will be given one additional 20 minute paid break per additional hour worked.

**5.4** If a staff member is required to work more than two hours' overtime after completion of the staff member's rostered hours, the staff member must be given an additional 20 minute paid break.

**5.5** Staff shall be given a minimum break of 10 hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. Where there has not been a break of 10 hours:

- (i) Continuing and Fixed-term staff may, without loss of pay, attend work at such a later time as necessary to ensure that they receive a break of 10 hours (notification must be made to the Supervisor);
- (ii) Casual staff may refuse to work a shift on the basis that there has not been a break of 10 hours; or
- (iii) At the discretion of the Director, Customs House (or nominee), Casual hours may be reallocated to another staff member.

## **6. Review of Salary Loadings**

**6.1** At the end of a twelve month period, a staff member may request an audit of their individual circumstances where good reason exists to determine whether any financial disadvantage has occurred over that period. Good reason will normally be defined as working more than an equitable number of Saturdays, Sundays, overtime, public holidays or late shifts when compared with other staff. Where a shortfall is determined, it will be adjusted by the Customs House.

**6.2** Where a staff member requests and is granted a roster configuration for any personal reason which may incur a disadvantage, the staff member 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 the Customs House and the hospitality industry. Staff may be required to perform any function which is deemed to be within the staff member's skills and abilities.

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

- (i) 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;
- (ii) That the staff member'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
- (iii) That where a staff member is undertaking the duties associated with a particular level, the staff member is deemed to have the appropriate level of training and shall be remunerated accordingly.

**7.3** Classifications of hospitality staff will be as follows:

### **7.3.1 FOOD & BEVERAGE STREAM**

- (a) Food & Beverage Attendant Grade 1 (General Assistant) shall mean a staff member who is skilled in basic manual duties and who is engaged in any of the following:
  - (i) Picking up glasses;
  - (ii) Emptying ashtrays;
  - (iii) General assistance to Food & Beverage Attendants of a higher grade not including service to customers;
  - (iv) Removing food plates;
  - (v) Setting and wiping down tables; and / or
  - (vi) Monitoring, cleaning and tidying of associated areas during normal opening hours where such duties are incidental to the staff member's main duties.
- (b) Food & Beverage Attendant Grade 2 (Wait Staff) shall mean a staff member 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 of liquor;
  - (ii) Undertaking of general waiting duties of both food and/or beverage including cleaning of tables and restaurant equipment;
  - (iii) Receipt of monies;
  - (iv) Selling of specialist stock lines;
  - (v) Attending a snack bar;
  - (vi) Engaged on delivery duties;
  - (vii) General receipt and distribution of goods;
  - (viii) Taking reservations, greeting and seating guests under general supervision;

- (ix) Assist in maintenance of dress standards and good order in the establishment; and / or
  - (x) Setting up on site for small parties.
- (c) Food & Beverage Attendant Grade 3 (Shift Supervisor) shall mean a staff member who has the appropriate level of training and is engaged in any of the following:
- (i) Supplying, dispensing or mixing of liquor;
  - (ii) Undertaking general waiting duties of both food and liquor, including cleaning of tables;
  - (iii) Receipt of monies;
  - (iv) Selling of specialist stock lines;
  - (v) General security including security of keys and supervision of dress standard maintenance and good order in the establishment;
  - (vi) Assisting in the training and supervision of Food & Beverage Attendants of a lower grade; and / or
  - (vii) Setting up on site for small parties.
- (d) Food & Beverage Attendant Grade 4 (Supervisor) shall mean a staff member 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; and / 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 a staff member 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) Receipt of monies;
  - (vi) Selling of specialist stock lines; and / 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 (Restaurant/ Banquets Supervisor Senior) shall mean a staff member 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 staff;
  - (ii) Stock control for a bar or bars including administrative and accounting activities;
  - (iii) Responsibility for the maintenance of service and operational standards; and / 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 a staff member 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 staff;
  - (ii) Stock control for a bar or bars including administrative and accounting activities;
  - (iii) Responsibility for the maintenance of service and operational standards; and / or
  - (iv) Responsibility for the effective operation of Banquets or Restaurant Department.
- (h) HEW Level 6 (Food and Beverage Manager) shall mean a staff member 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 staff;
  - (ii) Stock control for a bar or bars including administrative and accounting activities;
  - (iii) Responsibility for the maintenance of service and operational standards; and / or
  - (iv) Responsibility for effective management of the Food & Beverage operation of Customs House.
- (i) HEW Level 7 (Operations Manager) shall mean a staff member 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 staff;
  - (ii) Stock take of beverage and assets including administrative and accounting activities;
  - (iii) Responsibility for the maintenance of service and operational standards;
  - (iv) Responsibility for effective management of the Food & Beverage operation of Customs House; and / or
  - (v) Responsibility for property maintenance at Customs House

### **7.3.2 KITCHEN STREAM**

- (a) Kitchen Attendant Grade 1 (Kitchenhand 1) shall mean a staff member engaged in any of the following:
  - (i) General cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
  - (ii) Assisting staff who are cooking;
  - (iii) Assembly and preparation of ingredients for cooking;
  - (iv) Preparation of salad ingredients and/or distribution to a salad bar; and / or
  - (v) General pantry duties.
- (b) Kitchen Attendant Grade 2 (Kitchenhand 2) shall mean a staff member 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; and / or
  - (iii) General receipt and distribution of goods.
- (c) Kitchen Attendant Grade 3 (Kitchenhand 3) shall mean a staff member engaged in any of the following:
  - (i) Responsibility for the supervision, training and co-ordination of Kitchen; and / or
  - (ii) Attendants of a lower grade.
- (d) Cook Grade 1 (Cook 1) shall mean a staff member who is engaged in the following:
  - (i) Cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- (e) Cook Grade 2 (Cook 2) shall mean a staff member who has the appropriate level of training and who is engaged in the following:
  - (i) Cooking duties including baking, pastry cooking or butchering; and / or
  - (ii) Setting up of an on-site kitchen.
- (f) Cook (Tradesperson) Grade 3 (Commis Chef) shall mean a staff member 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; and / or
  - (ii) Setting up of an on-site kitchen.
- (g) Cook (Tradesperson) Grade 4 (Demi Chef) shall mean a staff member 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; and / or
  - (ii) When required supervision and training of other cooks or kitchen staff.
- (h) Cook (Tradesperson) Grade 5 (Chef de Partie) shall mean a staff member 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) When required supervision and training of other cooks or kitchen staff; and / or
  - (iii) Ordering and stock control.
- (i) HEW Level 5 (Sous Chef Junior) shall mean a staff member 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 staff; and / or
  - (iii) Ordering and stock control.
- (j) HEW Level 6 (Sous Chef) shall mean a staff member 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 staff;
  - (iii) Ordering and stock control;
  - (iv) In the absence of the Executive Sous Chef, supervision of other cooks and kitchen staff including coordination in a single kitchen establishment; and / 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 7 (Executive Sous Chef) shall mean a staff member 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 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 staff;
  - (iii) Ordering and stock control;
  - (iv) Supervision of other cooks and kitchen staff including coordination in a single kitchen establishment; and / or
  - (v) Responsibility for the efficient operation and management of the food operation at Customs House in the absence of the Executive Chef.
- (m) HEW Level 8 (Executive Chef) shall mean a staff member 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 staff;
  - (iii) Ordering and stock control;
  - (iv) Responsibility for other cooks and kitchen staff including coordination in a multi-kitchen establishment;
  - (v) Responsibility for the menu design and implementation of new menus for the restaurant and banquets departments; and / or
  - (vi) Responsibility for the efficient operation and management of the food operation at Customs House.

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

**8. Rosters: Non-Casual Staff**

**8.1** The parties to the Agreement acknowledge that working patterns must be flexible in order to respond to patrons' requirements. Wherever possible, staff 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 the Custom's House.

**8.2** At the beginning of each week, staff will be advised of the times for which they will be expected to work during the forthcoming week.

**8.3** Unless otherwise agreed, staff will receive at least 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 staff member shall be disadvantaged.

**8.5 Broken Shifts – Non-Casual Catering Staff**

(a) Where broken shifts are worked the spread of hours will not exceed the ordinary hours by more than three hours, not including meal breaks, provided that in no case will the spread of hours exceed twelve hours per day.

(b) Staff members 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 3.1 rate.

**9. Rosters: Casual Staff**

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

**KITCHEN STREAM**

Position	Classification	31-Mar-18						28-Feb-19					
		Base Rate	Base Hourly Rate	Casual Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Base Hourly Rate	Casual Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*
Executive Chef	HEW Level 8												
Executive Sous Chef	HEW Level 7												
Sous Chef	HEW Level 6												
Sous Chef Jnr	HEW Level 5												
Chef de partie	Cook Grade 5	\$53,414.90	\$26.94	\$33.67	\$60,358.84	\$30.44	\$38.05	\$54,429.78	\$27.45	\$34.31	\$61,505.65	\$31.02	\$38.77
Demi Chef	Cook Grade 4	\$51,284.81	\$25.87	\$32.33	\$57,951.84	\$29.23	\$36.53	\$52,259.22	\$26.36	\$32.95	\$59,052.92	\$29.78	\$37.23
Commis Chef	Cook Grade 3	\$49,154.71	\$24.79	\$30.99	\$55,544.82	\$28.01	\$35.02	\$50,088.65	\$25.26	\$31.58	\$56,600.17	\$28.55	\$35.68
Cook	Cook Grade 2	\$43,810.05	\$22.10	\$27.62	\$49,505.36	\$24.97	\$31.21	\$44,642.44	\$22.52	\$28.14	\$50,445.96	\$25.44	\$31.80
Cook	Cook Grade 1	\$41,525.03	\$20.94	\$26.18	\$46,923.28	\$23.67	\$29.58	\$42,314.01	\$21.34	\$26.68	\$47,814.83	\$24.11	\$30.14
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	\$43,810.05	\$22.10	\$27.62	\$49,505.36	\$24.97	\$31.21	\$44,642.44	\$22.52	\$28.14	\$50,445.96	\$25.44	\$31.80
Kitchenhand 2	Kitchen Attendant 2	\$41,525.03	\$20.94	\$26.18	\$46,923.28	\$23.67	\$29.58	\$42,314.01	\$21.34	\$26.68	\$47,814.83	\$24.11	\$30.14
Kitchenhand 1	Kitchen Attendant 1	\$40,673.00	\$20.51	\$25.64	\$45,960.49	\$23.18	\$28.97	\$41,445.79	\$20.90	\$26.13	\$46,833.74	\$23.62	\$29.53

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



**KITCHEN STREAM (cont)**

Position	Salary Level	31-Jan-20						1-Jan-21					
		Base Rate	Base Hourly Rate	Casual Base Hourly Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Casual Hourly Base Rate	Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*
Executive Chef	HEW Level 8												
Executive Sous Chef	HEW Level 7												
Sous Chef	HEW Level 6												
Sous Chef Jnr	HEW Level 5												
Chef de partie	Cook Grade 5	\$56,229.78	\$28.36	\$35.45	\$63,539.65	\$32.05	\$40.06	\$57,354.38	\$28.93	\$36.16	\$64,810.45	\$32.69	\$40.86
Demi Chef	Cook Grade 4	\$54,059.22	\$27.26	\$34.08	\$61,086.92	\$30.81	\$38.51	\$55,140.41	\$27.81	\$34.76	\$62,308.65	\$31.42	\$39.28
Commis Chef	Cook Grade 3	\$52,926.42	\$26.17	\$33.37	\$58,634.17	\$29.57	\$36.96	\$52,296.42	\$26.69	\$33.37	\$59,806.86	\$30.16	\$37.70
Cook	Cook Grade 2	\$46,442.44	\$23.42	\$29.28	\$52,479.96	\$26.47	\$33.08	\$47,371.29	\$23.89	\$29.86	\$53,529.56	\$27.00	\$33.75
Cook	Cook Grade 1	\$44,114.01	\$22.25	\$27.81	\$49,848.83	\$25.14	\$31.43	\$44,996.29	\$22.69	\$28.37	\$50,845.81	\$25.64	\$32.05
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	\$46,442.44	\$23.42	\$29.28	\$52,479.96	\$26.47	\$33.08	\$47,371.29	\$23.89	\$29.86	\$53,529.56	\$27.00	\$33.75
Kitchenhand 2	Kitchen Attendant 2	\$44,114.01	\$22.25	\$27.81	\$49,848.83	\$25.14	\$31.43	\$44,996.29	\$22.69	\$28.37	\$50,845.81	\$25.64	\$32.05
Kitchenhand 1	Kitchen Attendant 1	\$43,245.79	\$21.81	\$27.26	\$48,867.74	\$24.65	\$30.81	\$44,110.71	\$22.25	\$27.81	\$49,845.10	\$25.14	\$31.42

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

**FOOD AND BEVERAGE STREAM**

Position	Salary Level	31-Mar-18						28-Feb-19					
		Base Rate	Hourly Base Rate	Casual Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Casual Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*
Operations Manager	HEW Level 7												
Food and Beverage Manager	HEW Level 6												
Banquets and Restaurant Manager	HEW Level 5												
Restaurant and Banquets Supervisor Snr	F & B Grade 6	\$51,284.81	\$25.87	\$32.33	\$57,951.84	\$29.23	\$36.53	\$52,259.22	\$26.36	\$32.95	\$59,052.92	\$29.78	\$37.23
Restaurant and Banquets Supervisor Jnr	F & B Grade 5	\$49,154.71	\$24.79	\$30.99	\$55,544.82	\$28.01	\$35.02	\$50,088.65	\$25.26	\$31.58	\$56,600.17	\$28.55	\$35.68
Supervisor	F & B Grade 4	\$45,940.18	\$23.17	\$28.96	\$51,912.40	\$26.18	\$32.73	\$46,813.04	\$23.61	\$29.51	\$52,898.74	\$26.68	\$33.35
Shift Supervisor	F & B Grade 3	\$43,810.05	\$22.10	\$27.62	\$49,505.36	\$24.97	\$31.21	\$44,642.44	\$22.52	\$28.14	\$50,445.96	\$25.44	\$31.80
Wait Staff	F & B Grade 2	\$41,525.03	\$20.94	\$26.18	\$46,923.28	\$23.67	\$29.58	\$42,314.01	\$21.34	\$26.68	\$47,814.83	\$24.11	\$30.14
General Assistant	F & B Grade 1	\$40,673.00	\$20.51	\$25.64	\$45,960.49	\$23.18	\$28.97	\$41,445.79	\$20.90	\$26.13	\$46,833.74	\$23.62	\$29.53
Introductory	F & B Introductory	\$37,690.83	\$19.01	\$23.76	\$42,590.64	\$21.48	\$26.85	\$38,406.96	\$19.37	\$24.21	\$43,399.86	\$21.89	\$27.36

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

**FOOD AND BEVERAGE STREAM (cont)**

Position	Salary Level	31-Jan-20						1-Jan-21					
		Base Rate	Hourly Base Rate	Casual Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*	Base Rate	Hourly Base Rate	Casual Hourly Base Rate	Base Rate Plus 13%*	Base Hourly Rate Plus 13%	Casual Hourly Rate Plus 13%*
Operations Manager	HEW Level 7												
Food and Beverage Manager	HEW Level 6												
Banquets and Restaurant Manager	HEW Level 5												
Restaurant and Banquets Supervisor Snr	F & B Grade 6	\$54,059.22	\$27.26	\$34.08	\$61,086.92	\$30.81	\$38.51	\$55,140.40	\$27.81	\$34.76	\$62,308.65	\$31.42	\$39.28
Restaurant and Banquets Supervisor Jnr	F & B Grade 5	\$51,888.65	\$26.17	\$32.71	\$58,634.17	\$29.57	\$36.96	\$52,926.42	\$26.69	\$33.37	\$59,806.85	\$30.16	\$37.70
Supervisor	F & B Grade 4	\$48,613.04	\$24.52	\$30.65	\$54,932.74	\$27.70	\$34.63	\$49,585.30	\$25.01	\$31.26	\$56,031.39	\$28.26	\$35.32
Shift Supervisor	F & B Grade 3	\$46,442.44	\$23.42	\$29.28	\$52,479.96	\$26.47	\$33.08	\$47,371.29	\$23.89	\$29.86	\$53,529.56	\$27.00	\$33.75
Wait Staff	F & B Grade 2	\$44,114.01	\$22.25	\$27.81	\$49,848.83	\$25.14	\$31.43	\$44,996.29	\$22.69	\$28.37	\$50,845.81	\$25.64	\$32.05
General Assistant	F & B Grade 1	\$43,245.79	\$21.81	\$27.26	\$48,867.74	\$24.65	\$30.81	\$44,110.71	\$22.25	\$27.81	\$49,845.10	\$25.14	\$31.42
Introductory	F & B Introductory	\$40,206.96	\$20.28	\$25.35	\$45,433.86	\$22.91	\$28.64	\$41,011.10	\$20.68	\$25.85	\$46,342.54	\$23.37	\$29.22

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

## SCHEDULE 11 PROFESSIONAL STAFF ALLOWANCES

Work related allowances	Purpose	Amount (at the commencement of this Agreement)
Tool	Qualified tradesperson required to use own tools:	
	Mechanical and electrical tradesperson	\$44.39 per fortnight
	Carpenter	\$51.51 per fortnight
	Plumber	\$51.51 per fortnight
	Stonemason	\$12.60 per fortnight
	Painter	\$12.60 per fortnight
Gas Fitter	Staff member is required to hold a Gas Fitter's Licence and required by the University to carry out related duties	\$376.75 per quarter
Explosive Tools	Staff member is required to use explosive power tools.	\$1.01 per day
Broken Shift	Staff member is required to work a broken shift other than where a broken shift is provided for under this Agreement or by local agreement.	\$6.22 per day
Construction	Where a staff member is involved in the construction, alteration, repair or maintenance of buildings and reasonable amenities are not provided.	\$4.98 per day
Removal of Dead Animals	Staff member is driving or assisting the driver of rubbish removal vehicles and is required to remove dead animals.	\$2.60 per day
Sanitary	Staff member is required to clean toilets connected with septic tanks or sewerage.	\$17.22 per fortnight
Meal Allowance (Catering Staff)	Where a catering staff member is required to work overtime for more than two hours beyond their rostered finishing time and an adequate meal has not been provided by the University.	\$12.73
Meal Allowance (Other than Catering Staff)	Staff member is required to work overtime for more than one hour after his or her ordinary finishing time or after 6.00 p.m. Monday to Friday, and a meal has not been provided by the University; or  a staff member is required to work overtime:  <ul style="list-style-type: none"> <li>• for more than four (4) hours on Saturday or Sunday;</li> <li>• after 1.00 p.m. on Saturday;</li> <li>• after midday on Sunday or a public holiday; or</li> <li>• after 6.00 p.m. on Sunday or a public holiday</li> </ul> and a meal has not been provided by the University.	\$12.73

Work related allowances	Purpose	Amount (at the commencement of this Agreement)
Wet Weather	Where a skilled trades assistant, basic or advanced tradesperson, or staff in the gardener/grounds/farms or security career streams or traffic and parking or similar staff member 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).
First Aid	Staff member is required by the University to hold a current St. Johns Ambulance First Aid Certificate or equivalent qualification.	\$31.64 per fortnight
Locality	Staff member is located outside a 400 km radius of the Brisbane GPO.	\$30.95 per fortnight
Travel	First class rail tickets or an economy airfare where a staff member 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)	Staff member is required to camp out overnight and food and beverages have not been provided by the University.	\$43.13 per day or by reimbursement of reasonable costs on presentation of receipts
Uniform	Staff member 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 staff member 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

## 1. Extreme or Unpleasant Conditions

Where a skilled trades assistant, or basic or advanced tradesperson, or traffic and parking or similar staff member is required to work in extreme or unpleasant conditions, a 25% loading on the staff member's base hourly rate of pay will be paid for each hour worked in those conditions. For the purpose of this clause an extreme or unpleasant condition includes:

- (a) Dirty, dusty or unpleasant conditions where the staff member is engaged in work involving dirty and oily equipment, insulating material, noxious or toxic fumes, acidic or corrosive materials, drains, tanks and wet concrete;
- (b) Confined spaces or underground work where the staff member is required to operate in a space or place the dimensions of which necessitate such staff member to work in a stooped or cramped position and/or where there is poor ventilation;
- (c) Extreme hot or cold conditions where the staff member is required to work in places of temperature beyond 45 degrees C or below 0 degrees C;
- (d) Elevated working situations where the staff member is required to work more than 15 metres above the ground or above the nearest horizontal plane;
- (e) Wet conditions where the staff member 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 staff otherwise entitled to payment pursuant to the wet weather allowance;
- (f) Cleaning brickwork where a staff member is required to use acids or other corrosive substances;
- (g) Any other such situations which the University deems to be extreme and unpleasant working conditions.

Where more than one of (a) to (g) apply the allowance shall be paid in respect of each applicable subparagraph.

## 2. Accommodation Allowance

Where a staff member 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 staff member 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.

The University may elect to pay, or reimburse the staff member, for actual reasonable expenses incurred and require production of receipts in lieu of paying a travel allowance.

## 3. Travel Allowance (Meal and Incidentals)

Where a staff member 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 staff member 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.

The University may elect to reimburse the staff member for actual reasonable expenses incurred and require production of receipts in lieu of paying the Travel Allowance.

## SCHEDULE 12 ACADEMIC LEVEL DESCRIPTIONS

### 1. Introduction

- 1.1 Minimum standards for levels of Academic staff, other than a Casual, are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic. The responsibilities of Academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.
- 1.2 An Academic 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 may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.
- 1.3 MSAL 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 Staff

#### 3.1 Level A

- (a) A Level A Academic will work with the support and guidance from more senior Academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A Academic 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 will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake limited administration primarily relating to his or her teaching and research activities at the institution. The most complex areas of course co-ordination should not be carried out by a Level A Academic and development of course material will be carried out with guidance from more senior Academic staff. The contribution to teaching of Level A Academics will be primarily at undergraduate and graduate diploma level.

### **3.2 Level B**

- (a) A Level B Academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B Academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.
- (b) A Level B Academic will normally contribute to teaching at undergraduate, honours and postgraduate level, including and initiating and developing course material engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her 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 will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.
- (b) A Level C Academic 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 level. He or she 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 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 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 his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.



### **3.5 Level E**

- (a) A Level E Academic 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 will have attained recognition as an eminent authority in his or her 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 will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

## **4. Research Academic Staff (Inclusive of Creative Disciplines)**

### **4.1 Level A**

- (a) A Level A research Academic 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 will normally work under the supervision of Academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research Academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

### **4.2 Level B**

- (a) A Level B research Academic 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 will carry out independent and/or team research. A Level B research Academic may supervise postgraduate research students or projects and be involved in research training.

### **4.3 Level C**

- (a) A Level C research Academic will make independent and original contributions to research, which have a significant impact on his or her field of expertise.
- (b) The work of the research Academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her 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 will provide leadership in research, including research training and supervision.

**4.4 Level D**

- (a) A Level D research Academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.
- (b) A Level D research Academic will play an outstanding role within his or her 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 will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.
- (b) A Level E research Academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

6 March 2019

Dear Deputy President Masson,

**AG2018/5835 – The University of Queensland Enterprise Agreement 2018 - 2021**

Under section 190 of the *Fair Work Act 2009* (Cth), The University of Queensland (**the University**) provides the following undertakings in respect of *The University of Queensland Enterprise Agreement 2018 – 2021*:

1. Clause 50.6(a) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full-time staff members will be entitled to 145 hours (20 days) for each 12 months of continuous paid service. This clause is intended to provide for 4 weeks of paid annual leave in accordance with the National Employment Standards.
2. Clause 50.6(b) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full-time staff members on three (3) continuous shifts per day over a period of seven (7) days per week will be entitled to 181 hours 15 minutes (25 days) for each 12 months of continuous paid service. This clause is intended to provide for 5 weeks of paid annual leave in accordance with the National Employment Standards.
3. Clause 50.8(a) of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that full time staff are entitled to 72.5 hours (10 days) (cumulative) paid leave in any 12 consecutive months of employment. This clause is intended to provide for 10 days of paid personal / carer's leave in accordance with the National Employment Standards.
4. The University undertakes to pay TESOL Language Teachers overtime at the rates specified in clause 76.13 of *The University of Queensland Enterprise Agreement 2018 – 2021* for work required to be performed in excess of, or outside of, agreed hours of work or the ordinary hours of work specified in clauses 76.11 or 76.12 of *The University of Queensland Enterprise Agreement 2018 – 2021*.
5. Where the University employs any employees in the classification of Kitchen Stream Apprentice Year 1 or Kitchen Stream Apprentice Year 2 pursuant to Schedule 10 of *The University of Queensland Enterprise Agreement 2018 – 2021*, the University undertakes to pay those employees not less than the minimum rate of pay for a 1st year or 2nd year Apprentice in the *Restaurant Industry Award 2010*.
6. The University undertakes to monitor salary loadings for all hospitality staff employed by Customs House and covered by Schedule 10 of *The University of Queensland Enterprise Agreement 2018 – 2021* on a quarterly basis and for the life of *The University of Queensland Enterprise Agreement 2018 – 2021* to ensure that those employees are better off overall receiving the loading of 13% (inclusive of all weekend penalties and later work rates) against the *Restaurant Industry Award 2010*.
7. Schedule 11 of *The University of Queensland Enterprise Agreement 2018 – 2021* provides that a meal allowance (catering staff) will be paid when a catering staff member is required to work overtime for more than two hours beyond their rostered finishing time and an adequate meal has not been provided by the University. The University undertakes to pay a meal allowance of not less than \$12.97 for those employees in accordance with the *Restaurant Industry Award 2010*.

Signed:



Bill Kernahan  
Deputy Director, Human Resources Services  
The University of Queensland