DECISION

_Fair Work Act 2009_

s.185 - Application for approval of a single-enterprise agreement

**University of Queensland**
(AG2010/15916)

**THE UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT 2010 -2013**

Educational services

VICE PRESIDENT LAWLER

MELBOURNE, 15 FEBRUARY 2011

Application for approval of The University of Queensland Enterprise Agreement 2010 - 2013.

[1] An application has been made for approval of an enterprise agreement known as _The University of Queensland Enterprise Agreement 2010 - 2013_ (Agreement). The application was made pursuant to s.185 of the _Fair Work Act 2009_ (Act). It has been made by _The University of Queensland_. The Agreement is a single-enterprise agreement.

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

[3] The National Tertiary Education Industry Union, Liquor Hospitality and Miscellaneous Union, Australian Municipal, Administrative, Clerical and Services Union and Queensland Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s. 201(2) of the Act I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 February 2011. The nominal expiry date of the Agreement is 15 May 2013.

VICE PRESIDENT

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The University of Queensland Enterprise Agreement 2010 - 2013
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CHAPTER I: APPLICABLE TO ALL STAFF MEMBERS

PART A: APPLICATION AND ARRANGEMENT

ARRANGEMENT

TITLE

This Agreement shall be known as “The University of Queensland Enterprise Agreement 2010-2013”

1. DEFINITIONS

1.1 “Academic staff” means all persons employed by the University other than:

(a) Professional staff; or
(b) Language Teachers in the Institute of Continuing and TESOL Education (ICTE-UQ).

1.2 “Academic Staff Consultative Committee (ASCC)” means the Committee established in accordance with clause 6.1.

1.3 “Apprentice” or “trainee” means a staff member employed pursuant to an apprenticeship or traineeship approved by the relevant state or federal training authority.

1.4 “ASU” means Australian Municipal, Administrative, Clerical and Services Union.

1.5 “Authorised Officer” means the senior officer of the University designated by the Vice-Chancellor to undertake responsibility for academic staff relations and related processes, the Executive Director (Operations), or such other senior officer or officers so designated by the University, who may be appointed.

1.6 “Career stream” means a group of occupations related by function. Career streams are listed in the relevant University policy.

1.7 “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.
1.8  "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.

1.9  “Job family” means a career stream or group of related career streams sharing similar characteristics of work function and service orientation. Job families are listed in the relevant University policy.

1.10  “Language Teacher” means a qualified staff member engaged in ICTE-UQ to conduct, teach, prepare and assess English language classes for speakers of other languages and to perform any or all of the following teaching related duties as may be required: consulting with students outside class times; participating in the development of teaching materials; conducting multi-media classes; marking and assessing assignments and examinations; and participating in student TESOL activities.

1.11  “LHMU” means Liquor Hospitality and Miscellaneous Union

1.12  "NTEU Branch" means the University of Queensland Branch of the National Tertiary Education Industry Union.

1.13  “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.

1.14  "Organisational unit" means a School, Faculty, Institute, Centre or Division or part thereof, or other grouping otherwise agreed by the parties to this Agreement.

1.15  “Professional staff” means all persons employed by the University other than:

(a) Academic staff; or
(b) Language Teachers in ICTE-UQ.

1.16  “Professional Staff Consultative Committee (PSCC)” means the Committee established in accordance with clause 6.1.

1.17  “QPSU” means Queensland Public Sector Union of Employees.

1.18  "Relevant Senior Executive" means such senior officer(s) of the University as designated by the Vice-Chancellor to undertake prescribed responsibilities pursuant to this Agreement.

1.19  “Representative” can be another member of staff, a Union representative and/or, at the choice of the staff member(s) involved, a nominee of a party to this Agreement provided that the representative is not a currently practising solicitor or barrister. A staff member, should they so choose, may request a representative for any matter that affects them.

1.20  “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.
1.21 “Restructuring” 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.

1.22 "Senior Deputy Vice-Chancellor" means the Senior Deputy Vice-Chancellor or such senior officer of the University designated by the Vice-Chancellor.

1.23 "Supervisor" means the Head of the organisational unit or other senior staff member so designated by the University.

1.24 "Termination of employment" means termination of employment at the initiative of The University.

1.25 “TESOL Language Teachers Consultative Committee (TLTCC)” means the Committee established in accordance with clause 6.1.


1.27 “The HUPP” means the Handbook of University Policy and Procedures maintained and published on The University’s website, www.uq.edu.au (as amended, retitled and / or renumbered from time to time).

1.28 "The University" means The University of Queensland.

1.29 "Union" means the unions party to this Agreement in accordance with clause 3.1.

1.30 “Vice-Chancellor” means the Vice-Chancellor or his or her nominee.

2. DATE AND PERIOD OF OPERATION

2.1 This Agreement shall come into force seven (7) days from the date of approval by Fair Work Australia and will have a nominal expiry date of 15 May 2013.

3. PARTIES, AWARDS AND AGREEMENTS

3.1 This agreement has been negotiated between The University of Queensland on one hand and the NTEU, the ASU, the QPSU, and the LHMU on the other (“the parties”).

3.2 This Agreement shall be binding in its terms upon:

The parties, and
All staff of the University of Queensland covered by this agreement.

3.3 This Agreement constitutes a closed and comprehensive agreement and operates to the exclusion of, and replaces, any enterprise agreements and awards that might otherwise, but for this clause, apply to the employees whose employment falls within the scope of this Agreement.
4. **RENEGOTIATION**

4.1 The parties will commence the renegotiation of this Agreement at the beginning of October 2012, at which time logs of claim will be exchanged.

4.2 The parties will seek to conclude renegotiations for a new Agreement within one month either side of the nominal expiry date of this agreement.

5. **UNIVERSITY POLICIES**

5.1 The parties to this Agreement acknowledge that it is established custom and practice within the University that consultation on staff matters take place with staff, including through the relevant staff consultative committee(s).

5.2 The policies referred to in Schedule A of this Agreement shall be read in conjunction with this Agreement but do not form part of the Agreement.

5.3 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 A 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 (TLTCC); and
   D. Faculty, School, Centre and team level meetings.

   **A. Academic Staff Consultative Committee**

   The Academic Staff Consultative Committee (ASCC) shall consist of:

   (a) Chair: Relevant Senior Executive;
   (b) up to three other representatives of University management;
   (c) two academic staff members and alternates elected by and from the continuing and fixed-term academic staff of the university, including research-only staff; and
   (d) two members nominated by the NTEU Branch.

   Alongside other avenues of consultation, the ASCC will provide for direct consultation between employees, Unions and the University on workplace relations and human resource matters in relation to Academic Staff

   In the event of a casual vacancy of a ASCC nominated staff representative, a replacement representative will be nominated by the remaining staff representatives.
B. Professional Staff Consultative Committee

A Professional Staff Consultative Committee (PSCC) shall consist of:

(a) up to six representatives of University Management; and
(b) six professional staff members, or representatives, nominated by the Unions bound by this Agreement, representing the following groups of job families:
   - Administrative and Professional and Library
   - Information Technology and Scientific and Technical
   - Trades and Services
   - Research

Alongside other avenues of consultation, the PSCC will provide for direct consultation between employees, Unions and the University on workplace relations and human resource matters in relation to Professional Staff.

In the event of a casual vacancy of a PSCC nominated staff representative, a replacement representative will be nominated in accordance with the above appointment guidelines.

C. TESOL Language Teachers Consultative Committee

A TESOL Language Teachers Consultative Committee (TLTCC) shall consist of:

(a) three members nominated by the Director, ICTE – UQ;
(b) two member of staff nominated by the NTEU; and
(c) one member of staff nominated by the TESOL teaching staff.

The Committee shall meet three times annually and further meetings may be arranged as mutually agreed, to maintain the process of consultation about changes to the organisation or performance of work in the TESOL area of ICTE-UQ, and to consider teaching related matters.

In the event of a casual vacancy of a TLTCC nominated staff representative, a replacement representative will be nominated in accordance with the above appointment guidelines.

The practice of regular meetings of TESOL staff 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.

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

7.2.1 The University recognises the role played by Union Officials and representatives in enterprise bargaining and discussions on employment conditions.

7.2.2 In regard to Union involvement the University agrees:
(a) In relation to enterprise bargaining to:

(i) 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 Union 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); and

(iii) access of up to five (5) days leave with pay for trade union training for delegates.

7.3 Facilities

7.3.1 The University will:

(a) Provide the University of Queensland Branch of the NTEU, and (where requested) the LHMU, ASU and QPSU, an office on the St Lucia campus and access to university telephone, mail and facsimile systems on a user-pay basis, under a licence to occupy at a rate commensurate with associated University entities;

(b) Allow Union delegates and the NTEU Branch 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;

(c) 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 Director of Human Resources by the respective Unions, and updated as required; and

(d) 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.
7.4 Payroll Deductions

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

8.1 A copy of this Agreement will be accessible via the internet from the University of Queensland’s homepage.

9. AWAS AND COLLECTIVE RELATIONS

9.1 The University will facilitate all requests of employees who wish to terminate an existing AWA.

9.2 Except as otherwise set out in this Agreement, the University will conduct employment relations during the life of this Agreement on the basis of collective arrangements, in accordance with the *Fair Work Act 2009* (Cth) (as amended from time to time).

10. WORKPLACE HEALTH AND SAFETY

10.1 The University seeks to promote a safe and healthy work environment for all staff through the effective operation of the Occupational Health and Safety Council of the University Senate and Faculty, Institute and other Occupational Health and Safety Committees operating in accordance with the relevant University policies.

11. EEO/ANTI-DISCRIMINATION

11.1 The University seeks to promote equal employment opportunity at the University through the effective operation of the relevant committees, policies and organisational arrangements.

11.2 It is the intention of the University to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, trade union activity, political opinion, national extraction or social origin. The University and its staff will act in accordance with the relevant University policies.

12. CONTINUITY OF PROCESSES AND ARRANGEMENTS

12.1 Processes (including their applicable procedures) including but not limited to misconduct/serious misconduct; major change; unsatisfactory performance; medical conditions affecting performance; and classification of professional staff positions that commenced prior to the approval by Fair Work Australia of this Agreement will continue in accordance with the procedures in place at the time of commencement of the relevant process.
12.2 This Agreement will not render any local arrangement or agreement that was in place at the time of approval by Fair Work Australia void except to the extent of any inconsistency with entitlements contained in this Agreement.

13. **NO EXTRA CLAIMS**

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

14. **ENFORCEABILITY**

14.1 The Parties agree that this Enterprise Agreement is made in accordance with and its terms are enforceable pursuant to the *Fair Work Act 2009* (Cth) (as amended from time to time)

15. **DISPUTE SETTLEMENT PROCEDURE**

15.1 It is agreed that the University and all its staff have an interest in the proper application of this Agreement and in minimising disputes about the proper application of the Agreement.

15.2 The matters to be dealt with in this procedure shall include all disputes between a staff member and the University and/or the Unions and the University in respect to any matter arising under this Agreement or the National Employment Standards. These procedures shall apply to a single staff member or to any number of staff members.

15.3 A staff member who is a party to the dispute may be represented by their Union at any time throughout this procedure or by another representative of their choice. The Unions covered by this Agreement may also, on behalf of a member or members, raise matters which require resolution through this disputes procedure.

15.4 **Step One**

15.4.1 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 issue with the relevant senior manager. The parties to the dispute will attempt to reach written agreement on the resolution of the matter within five (5) working days. Where the dispute concerns alleged actions of the relevant senior manager, the staff member(s) may bypass this level in the procedure and report the matter to the Director, Human Resources.

15.4.2 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.
15.5 Step Two

15.5.1 If the dispute is not resolved within ten (10) working days, the staff member, their union or another representative of the staff member’s choice or the relevant manager shall refer the matter to the Director, Human Resources who will ensure that the relevant Senior Executive convenes a conference of the parties to the dispute, including the relevant Union(s) or representative(s) of the staff member’s choice at their discretion. Such conference shall take place within five (5) working days, unless otherwise agreed.

15.6 Step Three

15.6.1 If the dispute remains unresolved after the parties to the dispute have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to Fair Work Australia.

15.6.2 Fair Work Australia may deal with the dispute in two (2) stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

15.6.3 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

15.6.4 Until the procedures described in this clause, including those procedures involving Fair Work Australia, 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. Further, in accordance with the General Protections as outlined in the Fair Work Act 2009 (Cth) the University shall not terminate a staff member, or allow the termination of a staff member, where one of the issues in dispute related to that termination.

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

15.6.6 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 give notification of the dispute in accordance with the provisions of the Fair Work Act.
16. **APPLICATION**

**ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

16.1 The University is committed to reconciliation with Indigenous Australians and seeks to promote the implementation of its Aboriginal and Torres Strait Islander employment strategy and 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;
(d) facilitating and encouraging direct involvement of Aboriginal and Torres Strait Islander employees in determining their own career strategies;
(e) ensuring effective staff development for Aboriginal and Torres Strait Islander staff.

16.2 The University has an aspirational target of 2.8% of Aboriginal and Torres Strait Islander employment across the University.

16.3 The University has established an Aboriginal and Torres Strait Islander Employment Committee which includes representation by an Indigenous Union Representative. The Indigenous Union Representative will be provided on a rotating basis from the NTEU, LHMU, QPSU and ASU.

16.4 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.

17. **MODES AND TYPE OF EMPLOYMENT**

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

(a) **Appointments – general statement**

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

(i) continuing employment (clause 18);
(ii) continuing (contingent funded) employment (clause 19);
(iii) fixed-term employment (clause 20);
(iv) casual employment (clause 21);
(v) part-time employment (clause 22); and
(vi) senior staff appointments (clause 23).
18. CONTINUING EMPLOYMENT

18.1 Continuing employment means all employment other than fixed-term, continuing (contingent funded), senior staff appointments or casual employment. Continuing employment continues until termination at the initiative of either the employer or the employee in accordance with the relevant provisions of this Agreement.

19. CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

19.1 “Contingent Funding” is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.

19.2 A fixed-term staff member who has served a period of employment of 12 months or more which is funded by contingent funding, and who is to be appointed to their second or subsequent consecutive contract in the same organisation unit, may be employed, or apply to the relevant manager to be employed, on a Continuing (Contingent Funded) contract of employment in accordance with this provision.

19.3 Staff may apply subject to the following requirements:

(i) performance appraised as satisfactory.

(ii) the relevant manager must be satisfied that:

   a. there is likely to be sufficient revenue or funding streams to provide continuing support for the staff member’s employment; or

   b. the staff member has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

19.4 The relevant manager will review the application within 30 days of receipt of the application. The relevant manager will advise the employee in writing of the outcome of their application.

19.5 The University may refuse an application under clause 19.3 on the grounds that:

   (i) the criteria in clause 19.3 are not satisfied; or

   (ii) the staff member is a student, and their status as a student was the primary reason for their appointment; or

   (iii) the staff member is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement contract).

19.6 The following provisions do not apply to staff on Continuing (Contingent Funded) employment:

   (i) Organisational Change provisions where funding for continuation of a Continuing (Contingent Funded) position ceases.

   (ii) Termination of Employment, Notice Periods and Redundancy provisions including payments that apply to staff employed on a Continuing contract of employment.
(iii) Staff employed on other types of fixed-term employment or employment schemes as specified elsewhere under this agreement.

Where the funding that supports a staff member’s Continuing (Contingent Funded) employment ceases:

a. The University may transfer the staff member to another equivalent position;

b. If, during the notice period specified in the Notice Periods and Severance Payments for Continuing (Contingent Funded) Appointment provisions, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;

c. If an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter any period of unpaid leave (if applicable) up to a maximum of twelve weeks, in order to retain the employment relationship until a decision on the contingent funding is made.

d. By agreement, payment in lieu of leave (if such leave is available) may be delayed for a maximum of twelve weeks to facilitate 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. Payment of severance may be delayed for up to a maximum of twelve weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.

e. At the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment in the Severance Payments provisions (Clause 19.9 in this Agreement) will be made to the staff member.

f. A break between contracts of up to six 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.

19.7 The supervisor will manage the above process on behalf of the University.

19.8 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed in a fixed-term position subject to contingent funding. That is, a staff member employed or converted to Continuing (Contingent Funded) Employment 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 Continuing (Contingent Funded) employment 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 due to unsatisfactory performance, or under the probation or disciplinary provisions of this Agreement.

19.9 Continuing (Contingent Funded) Employment- Notice Periods and eligibility for Severance Payments

19.9.1 Notice periods and severance payments for Continuing (Contingent Funded) Employment are provided in this clause 19.9 and accordingly the provisions in clause 48 of this Agreement do not apply to Continuing (Contingent Funded) Employment.

19.9.2 A staff member will be eligible for severance payment and notice in accordance with clauses 19.9.3 and 19.9.4 (below) if:

(a) the employee is employed pursuant to this clause; and

(b) the employment is terminated under clause 19.8 (a) or (b) above; and

(c) a transfer opportunity as specified in clause 19.6(iii)(a) does not exist.

19.9.3 An eligible staff member will be provided with a minimum of 4 weeks’ notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.

19.9.4 An eligible staff member will be provided with a severance payment in accordance with the following:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance pay (weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 year but less than 2 years</td>
<td>4</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>6</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7</td>
</tr>
<tr>
<td>4 years or more but less than 8 years</td>
<td>8</td>
</tr>
<tr>
<td>8 years or more but less than 10 years</td>
<td>10</td>
</tr>
<tr>
<td>10 years or more but less than 14 years</td>
<td>14</td>
</tr>
<tr>
<td>14 years or more</td>
<td>16</td>
</tr>
</tbody>
</table>

20. FIXED-TERM EMPLOYMENT

20.1 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.

20.2 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.

20.3 For the purpose of this Agreement and for the purpose of determining which provisions apply to fixed-term employees other than Long Service Leave, breaks between fixed-term employment of up to two times per year and of up to six 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.

20.4 The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(a) **Specific task or project** means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(b) **Research** means work activity by a person engaged on research only functions for a contract period not exceeding five years.

(c) **Replacement employee** means an employee:

(i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

(ii) performing the duties of:

   I. a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or

   II. a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position; or

   III. until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Recent professional practice required**

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.
(e) **Pre-retirement contract**

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

21. **CASUAL EMPLOYMENT**

**Definition**

21.1 Casual employment is employment by the hour and paid a rate on an hourly basis that includes a loading related to agreement-based benefits for which a casual employee is not eligible. A casual appointment is one where the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
21.2 An essential feature of casual appointments is that there is no expectation of continuing employment and the appointment may be terminated in accordance with University policy – *Casual Employment (General Staff)* and *Casual Academic Staff Policy* as varied or replaced from time to time.

21.3 Casual staff are a valued part of the University’s workforce. They 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.

21.4 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 full-time and part-time positions.

21.5 Loading

21.5.1 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.

22. **PART-TIME EMPLOYMENT**

22.1 Part-time employee shall mean one engaged for a specified proportion of fulltime employment. Part-time employment may be continuing, continuing (contingent funded) or fixed-term. A part-time employee shall be entitled to the appropriate proportion of salary and other benefits prescribed by this Agreement, unless otherwise specified. Affected part-time cleaners engaged before 27 June 2005 will continue to receive a loading of 19% as they continue to accrue leave entitlements.

23. **SENIOR STAFF APPOINTMENTS**

23.1 For the purposes of this clause:

(a) “*Senior Professional Staff positions*” are positions which have predominantly a responsibility for administration and management of significant budgets and/or programs at Level 10 and above or such other high level positions as may be designated by the Executive Director (Operations) after consultation with the Professional Staff Consultative Committee.

(b) “*Senior Academic Positions*” means those senior academic positions which for instance have predominantly a responsibility for administration and management of significant budgets and/or programs, possibly encompassing more than one discipline or academic unit, including for example, Senior Deputy Vice-Chancellors, Deputy Vice-Chancellors, Pro-Vice-Chancellors, Executive Deans, Directors of Institutes and such other positions at a similar level.
23.2 The University may enter into written agreements or contracts of employment with persons being appointed to or at the level of Senior Professional Staff or Senior Academic Positions. The terms and conditions will be agreed between the person and the University.

23.3 The terms and conditions agreed between the person and the University will normally contain:

(a) pay and conditions as a total employment package in advance of this Agreement; and
(b) provisions in relation to unsatisfactory performance; misconduct/serious misconduct; and termination of employment.

23.4 Where any terms referred to in clause 23.3(b) are not included, the provisions of this Agreement will apply.

24. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

24.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009 (Cth).

24.2 The University and a staff member covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement permits the staff member to convert the recreation leave loading provided for in clause 51 to three (3) days Additional Recreation Leave (ARL) in accordance with the relevant procedure; and
(b) the arrangement meets the genuine needs of the University and the staff member in relation to 1 or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the University and the staff member;
(d) the agreement does not require that anyone else approve it other than the employee and the University.

24.3 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; and
(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(c) result in the staff member being better off overall than the staff member would be if no arrangement was made.

24.4 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 enterprise agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (i) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

24.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
24.6 The employer or employee 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 employer and employee agree in writing — at any time.

24.7 The agreement to convert recreation leave loading to ARL will normally be entered into on an annual basis and in accordance with the relevant procedure.

25. INTELLECTUAL FREEDOM

25.1 The parties to this Agreement are committed to the protection and promotion of intellectual freedom within the University.

25.2 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, 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) participate, in a personal capacity, in professional and representative bodies including industrial associations and to engage in community service without fear of harassment, intimidation or unfair treatment;
   (f) express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate other persons or to demean alternative points of view.

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

26. INTER-CAMPUS TRANSFER AND TRAVEL

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

26.2 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 means. For professional staff such travel time will be considered work time; for academic staff it will be included in workload calculations.

26.3 The University undertakes to commence, within 12 months of the approval of this Agreement, a review of the relevant inter-campus transfer and travel policy in conjunction with a working party which will include staff and union representatives. The working party will determine its own terms of reference.
27. PRE-RETIREMENT ARRANGEMENTS

27.1 The University has a commitment to attracting and retaining high quality staff. Staff are encouraged to remain with the University where competence, capacity and position meet mutual expectations.

27.2 This commitment extends to a staff member approaching or contemplating retirement from the University and their ability to make an informed decision on their retirement options.

27.3 Once a decision to retire is made, a smooth transition to retirement can be planned by mutual agreement between the staff member and the University. This agreement is aimed at minimising the impact on both parties, while maintaining the staff member’s contribution to the University.

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

27.5 The option of applying for such a contract would be one aspect of discussions between the staff member and their supervisor during the annual performance appraisal process or at any other relevant time.

27.6 Further considerations on the content of the pre-retirement contract are contained in the relevant University policy.

27.7 In accordance with clause 20(e) of this Agreement, pre-retirement contracts may be for a period of up to a maximum of five years. Pre-retirement contracts may be extended by agreement between the parties.

27.8 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.

28. VOLUNTARY EARLY RETIREMENT

28.1 The University may offer early retirement to a defined group in accordance with a scheme approved by the Commissioner of Taxation provided that any lump sum benefit shall be calculated at a minimum rate of two week’s salary for each year of service, but with no obligation upon the institution to pay beyond a maximum of 52 week’s salary. An individual may not request initiation of the Voluntary Early Retirement Scheme.
CHAPTER I: APPLICABLE TO ALL STAFF MEMBERS
PART B: SALARIES AND RELATED MATTERS

29. SALARIES AND SALARY INCREASES

29.1 The salary rates for Academic, Professional and TESOL staff are contained in the Schedules 1, 3, 4, 7 and 8. Those salaries will be increased on or from the dates set out below:

- 1 January 2011 4%
- 1 January 2012 4%
- 1 January 2013 2.5%

29.2 The above Salary increases are in addition to previous salary increases made to staff (excluding trainees, staff on a supported wage and junior staff) since 2009:

- 1 January 2009 .5% to TESOL Language Teachers
- 1 January 2009 4% to Professional and Academic staff
- 1 January 2010 2% to all staff
- 1 July 2010 2% to all staff

30. SALARY PACKAGING

30.1 Depending upon the selected benefit staff will be eligible to sacrifice a cash component of their gross salary as determined by Australian Taxation Office and the University of Queensland policy document covering “salary packaging”. Salary packaging policy documents available from the University of Queensland website detail the guidelines concerning the provision of benefits available to staff.

30.2 The combined amount of salary packaged benefits must generally not exceed 50% of the employee’s gross base salary, except where the employee specifically requests a higher percentage be packaged as superannuation. Gross salary is as prescribed by clause 1.9 of this Agreement. An administration fee of up to 2% for providing each benefit may apply depending on the type of benefit selected.

30.3 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.

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

31. PAYMENT OF SALARY

31.1 Salary shall be paid fortnightly and by electronic funds transfer.
31.2 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.

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

31.4 A casual employee will be paid within 22 days of submitting a completed valid claim for
payment to the appropriate representative as identified by the University to the employee.

32. SUPERANNUATION

32.1 The University agrees that for the life of this Agreement, it intends to maintain the current
arrangements for superannuation in respect to access to superannuation schemes and
employer contribution rates that are in effect as of the date of approval of the Agreement. The
schemes which the University will continue to contribute to are:

(a) Unisuper Defined Benefit Division / Accumulation 2
(b) Unisuper Accumulation 1
(c) University of Queensland Superannuation Plan (AMG Universal Super)
(d) Q Super Defined Benefit Plan
(e) Q Super Accumulation Plan
(f) Q Super State Plan
CHAPTER I: APPLICABLE TO ALL STAFF MEMBERS

PART C: STAFF DEVELOPMENT AND CAREER PLANNING

33. STAFF DEVELOPMENT AND CAREER PLANNING

33.1 The University acknowledges that development of the skills and improving the abilities of staff are matters of fundamental importance to the University.

33.2 The University also recognises that staff development is a critical component in ensuring the University has the necessary capabilities to achieve its mission.

33.3 The University is committed to professional development to advance staff knowledge and skills and prepare them for assuming roles of increasing responsibility. Measures to achieve this would include the implementation of systematic and targeted staff development activities through its staff development program.

33.4 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.

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. Where a supervisor has not undertaken the relevant training in relation to performance management, including diminished performance and unsatisfactory performance procedures pursuant to this Agreement, the supervisor must involve the Human Resources Division before initiating those procedures.

35. ENTERPRISE AGREEMENT TRAINING

35.1 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 as set out in clause 14.
36. DECISIONS ON DISCIPLINARY ACTION OR TERMINATION OF EMPLOYMENT

36.1 Disciplinary action should be used as a last resort. Where the University believes that disciplinary action is required to be taken for misconduct, serious misconduct, serious research misconduct or unsatisfactory performance the University will act through clauses 39, 40 and 41 respectively. A supervisor will make reasonable efforts to resolve instances of unsatisfactory performance through guidance, counselling, appropriate staff development or appropriate work allocation.

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.

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 to in clauses 39, 40 and 41 may be varied by mutual agreement between the Relevant Senior Executive, the staff member, their union representative or another representative of the staff member’s choice.

36.5 This clause and clauses 39, 40 and 41 shall have no application to casual staff.

37. PROBATION

37.1 Probation is the initial period of employment when the suitability of new staff members to have their appointment confirmed is determined. It provides an opportunity for the supervisor to determine whether a new staff member meets the standards required for confirmation of the appointment.

37.2 Probation entails setting and clarifying work performance standards for new staff as well as ensuring opportunities for support are provided in order that appropriate standards can be met.

37.3 The length of the probation period will be reasonable, having regard to the nature and circumstances of the offer of employment and will generally consist of the following:

<table>
<thead>
<tr>
<th>TYPE OF APPOINTMENT</th>
<th>PROBATION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic staff fixed-term less than 12 months</td>
<td>Pro-rata of 6 months.</td>
</tr>
<tr>
<td>Professional staff fixed-term less than 12 months</td>
<td>Pro-rata of 3 months with the possibility to extend in exceptional circumstances to a maximum of six months.</td>
</tr>
<tr>
<td>Academic staff fixed-term 12 months or greater</td>
<td>6 months.</td>
</tr>
<tr>
<td>Professional staff fixed-term 12 months or greater</td>
<td>3 months with the possibility to extend in exceptional circumstances to six months.</td>
</tr>
</tbody>
</table>
### Continuing (Contingent Funded) Employment

Where this is a second or subsequent contract in the same position no probation period will be applicable.

<table>
<thead>
<tr>
<th>ICTE-UQ TESOL Language Teachers Continuing</th>
<th>6 months.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Staff Continuing</td>
<td>HEW 1 to 7 – 3 months with the possibility to extend in exceptional circumstances to six months.</td>
</tr>
<tr>
<td>HEW 8 to 10 - 6 months</td>
<td></td>
</tr>
<tr>
<td>Academic Staff Continuing (Levels A – D)</td>
<td>5 years</td>
</tr>
<tr>
<td>Academic Staff Fixed-Term and Continuing Level E</td>
<td>By Agreement</td>
</tr>
</tbody>
</table>

**37.4** For all staff other than a Continuing Academic Staff member, a staff member should be advised at least 10 working days prior to the end of the probation period of confirmation or termination of employment or whether an extension of the probation period is required.

**38. TERMINATION DURING PROBATIONARY EMPLOYMENT – CONTINUING ACADEMIC STAFF**

**38.1** The Vice Chancellor may dismiss 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:

(a) the academic is serving a reasonable qualifying or probationary period determined and notified to the academic in advance; and
(b) the dismissal complies with the probation review and appeal procedures contained in the relevant policy; and
(c) notice of dismissal 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 dismissed in accordance with clause 37 shall be entitled to notice, payment in lieu of notice or procedural requirements as specified in the academic's contract of employment or in clause 42.2 of this Agreement, 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 proceedings will cease.

### MISCONDUCT/SERIOUS MISCONDUCT

**39.1** Procedural and Other matters

For the purposes of this Clause:

(a) "Misconduct" is conduct which is not serious misconduct but is nonetheless dereliction of duty or conduct which is unsatisfactory and which constitutes an impediment to the carrying out of the staff member’s duties or to other staff carrying out their duties.
(b) "Serious Misconduct" is a serious dereliction of the duties required of a staff member or wilful or deliberate behaviour which demonstrates that the staff member is not willing or is unable to carry out his or her duties or which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties. Serious misconduct can be represented by a pattern of behaviour or a single occurrence.

(c) A staff member who has their employment terminated due to serious misconduct is not entitled to notice of termination of employment.

(d) The relevant “Senior Executive” for:

(i) TESOL Language Teacher Staff – is the Deputy Vice-Chancellor (International) or another officer nominated by the University;
(ii) Professional Staff – is the Executive Director (Operations) or another officer nominated by the University;
(iii) Academic Staff – is the Pro-Vice-Chancellor or another officer nominated by the University.

(e) When dealing with misconduct and / or serious misconduct a decision-maker must decide, to the reasonable satisfaction of the decision-maker, whether the staff member has committed an act or acts of misconduct and / or serious misconduct.

(f) If at any time during the operation of these procedures the staff member offers to resign with immediate effect, the resignation shall forthwith be accepted by the relevant Senior Executive and the proceedings shall cease immediately subject to any legislative reporting requirements.

39.2 Commencement of process:

(a) The staff member must be provided with a copy of this clause and the relevant guidelines and informed at each stage of the formal nature of the process and their entitlement to be represented in accordance with this Agreement.

(b) Where a supervisor receives a complaint or complaints against a staff member or otherwise forms the view that a staff member’s behaviour could constitute misconduct (which may include research misconduct), or serious misconduct, the supervisor may conduct or commission an investigation. The investigation will be conducted under the guidance of the Director Human Resources.

(c) The staff member may request that the investigation not be undertaken by the supervisor but by an independent third party appointed by Director of Human Resources.

(d) The supervisor must inform the staff member and the Director Human Resources in writing of the nature of the allegation and that an investigation is to occur. The staff member is under no obligation to respond but may do so if they choose.

(e) If, after an investigation which would include an interview with the staff member, a supervisor continues to hold the view that misconduct or serious misconduct may have occurred, the staff member must be provided with a written Notice of Allegation and a request to respond to the notice within ten (10) working days of the date of the Notice. The
Notice must be in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them.

(f) The supervisor in consultation with the Director Human Resources, taking full and due account of the staff member’s response, must either discontinue the proceeding or report to the relevant Senior Executive that they consider that the behaviour may constitute misconduct or serious misconduct. If the supervisor decides to discontinue the proceeding documentation relating to the proceedings will be destroyed as far as is permitted by the relevant laws at the time.

39.3 Action by relevant Senior Executive upon referral

(a) Upon referral of behaviour that may constitute misconduct or serious misconduct the relevant Senior Executive must:
   (i) consider all the information gathered in the initial investigation, including the staff member’s response and any other relevant material.
   (ii) provide the staff member with the opportunity in writing to answer the allegations and to challenge evidence, irrespective of whether or not the staff member has previously answered the allegations in full or in part.
   (iii) allow the staff member to be assisted by the relevant union or other representative if he/she so chooses.

(b) Within ten (10) working days of receiving the report from the supervisor, the relevant Senior Executive must form a view as to whether:
   (i) the allegation has been substantiated and, if so, determine the appropriate disciplinary action; or
   (ii) there is no serious misconduct or misconduct for the purposes of this Agreement and that no further action be taken.

(c) The staff member will be informed in writing of the determination made by the relevant Senior Executive.

(d) The relevant Senior Executive will consider any response provided by the staff member prior to making a final decision on whether termination of employment is appropriate.

(e) Should the staff member deny the allegation, the decision-maker must determine whether the evidence establishes that the misconduct and / or serious misconduct occurred. In misconduct and / or serious misconduct proceedings, the standard of proof is whether the decision-maker, after evaluating the evidence presented, is reasonably satisfied taking into account all the circumstances that the case against a staff member has been proven. Using this standard, it is sufficient if a fact is proved to the reasonable satisfaction of the decision-maker evaluating the evidence, and taking account of the serious nature of a finding of misconduct and / or serious misconduct.

39.4 Disciplinary Action – Misconduct/Serious Misconduct

(a) The disciplinary action that may be applied for misconduct or serious misconduct include one, or any combination, of the following:
   (i) formal censure or counselling;
(ii) training or retraining;
(iii) redeployment to another position with demotion by one classification level;
(iv) redeployment to another position without demotion or loss of salary;
(v) demotion by one classification level;
(vi) withholding of an increment for one year;
(vii) termination of employment provided that termination can only occur on the grounds of serious misconduct.

39.5 Suspension at the time of the notice of allegations

(a) At the time of the Notice of Allegation being issued, the relevant Senior Executive may suspend the employee with or without pay:

(i) if they form the view that prima facie allegations amount to misconduct or serious misconduct; or
(ii) if it is in the interests of ensuring that procedural fairness is afforded to the staff member, or
(iii) if it is in the interests of ensuring the safety of the staff member and/or co-workers or other staff, and/or in the interests of protecting University property and/or assets.

(b) During any period of suspension the staff member may be excluded from the University provided that he or she shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property, except where there are concerns about safety to persons or property.

(c) Where a staff member is suspended without pay:

(i) if suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member shall continue to receive salary for the period of leave of absence;
(ii) the staff member may engage in paid employment or take recreation leave or long service leave for the duration of a suspension without pay;
(iii) the relevant Senior Executive may at any time direct that salary be paid on the grounds of hardship;
(iv) if the conduct is later determined not to be misconduct or serious misconduct, the staff member will be reimbursed for the period of suspension without pay.

39.6 Committee of review

(a) If the staff member does not accept the view and proposed penalty, the relevant Senior Executive will refer the matter to a Committee of Review, which will meet to deal with the matter as soon as is practicable. The Committee of Review will be constituted and operate according to clause 39.7 and will report to the relevant Senior Executive 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 or serious misconduct on the part of the staff member; and
(iii) its recommendation as to whether the Senior Executive should exercise any of the powers, including imposition of penalties, together with reasons for its findings.

(b) A Committee member or members may make a dissenting Report.
(c) The Committee must report the results of the review and any recommendations to the relevant Senior Executive within 5 working days of their final meeting.

(d) Within 5 working days of receiving the Committee’s report, and any dissenting Report(s) the relevant Senior Executive shall decide:

(i) that no further action should be taken in which case he/she will advise the staff member and by agreement with the staff member publish the decision in an appropriate manner; or
(ii) that the penalty recommended by the Committee or relevant Senior Executive should be implemented; or
(iii) to impose another penalty from those listed in clause 39.4(a).

(e) The relevant Senior Executive will inform the member of staff, in writing, of the decision which is final.

39.7 Procedures for the Committee of Review

(a) A Committee of Review shall consist of:

(i) 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
(ii) A staff member nominated by the relevant Senior Executive; and
(iii) A staff member nominated by the members of the relevant Staff Consultative Committee other than those representing management.

(b) The staff member may be assisted by a relevant Union representative or another representative if he/she so chooses and the University shall be represented by a staff member appointed by the relevant Senior Executive provided that neither of these persons is a practising barrister or solicitor.

(c) The Committee of Review shall:

(i) Determine its own procedures, which must be consistent with this clause, and shall not be bound by the rules of evidence but may inform itself on any matter in such manner as it thinks appropriate and as the consideration of the matter before it permits;
(ii) Complete its deliberations and make its report within 20 working days except where a longer period is recommended or agreed by the chairperson;
(iii) Provide the staff member an opportunity to answer the allegations, irrespective of whether or not the staff member has previously answered the allegations in full or in part. The Committee shall consider any representations made either orally or in writing by the staff member, who may make the representations in person or through a colleague who is a member of the staff of the University or an officer of the Union. The Senior Executive may subsequently require the supervisor to respond to the matters raised by the staff member;
(iv) Hold proceedings in camera provided that the staff member and their representative will be permitted to be present at all hearings of evidence (but not during the Committee’s own deliberations)
(v) Treat the proceedings, report and all matters relating thereto as confidential;
(vi) Ensure the staff member and University management and their representatives have the right to ask questions of interviewees, have access to all records of evidence, make submissions and to present and challenge evidence;
(vii) Keep an audio recording of the proceedings (but not of the Committee’s own deliberations) and ensure this is available to the parties.

40. SERIOUS RESEARCH MISCONDUCT

40.1 During the life of this Agreement the University will develop appropriate guidelines in relation to Serious Research Misconduct reflecting the protocols contained in the Australian Code for the Responsible Conduct of Research.

40.2 The guidelines will be subject to agreement with the ASCC and PSCC provided that agreement will not be unreasonably withheld.

41. UNSATISFACTORY PERFORMANCE

41.1 Procedural Matters

(a) 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 guidelines without a demonstrable improvement in performance, the supervisor shall advise the staff member that unsatisfactory performance procedures are being instigated in accordance with the provisions of this clause and the relevant policy.

(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.

41.2 Unsatisfactory Performance Step 1

A. Initial Discussion

Where a supervisor is concerned about the performance of an Academic staff member, Professional staff member or TESOL Language Teacher the supervisor should have a discussion with the staff member to identify:

(i) the performance issue(s) in question relevant to 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.

(b) A summary of the matters raised in the initial discussion should be recorded in writing, with a copy given to the staff member. The staff member will have the right to reply to this summary. Both the summary and any response will be kept on a Confidential Staff file.

B. The Review Period
(a) The Review Period for Academic staff, given the nature of their role, would be not less than 1 semester and not more than 2 semesters.

(b) In all other instances the reasonable period of the review will be determined by the staff member’s supervisor. In making his or her determination the supervisor will give consideration to the gap between the actual level or standard of performance and the level or standard of performance expected or required relevant to the expectations of the position and any appropriate training required to ensure, to the extent relevant, that the expectations of the position are met. If the parties do not agree the matter will be referred to the Director Human Resources to determine an appropriate Review Period which will be between 3 and 6 months in duration.

(c) If after the expiration of the Review Period the performance of the Academic staff member, Professional staff member or TESOL Language Teacher has:

(i) improved to the requisite level relevant to the expectations of the position, no further action will be taken and an appropriate file note will be made and provided to the staff member.
(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.
(iii) not improved to the requisite level relevant to the expectations of the position, and the staff member does not acknowledge that there is a performance problem or is not willing to provide a commitment to improve their performance the supervisor is not obliged to follow Step 2. In such circumstances the supervisor may make a formal report in accordance with Step 3 (Clause 41.4). The staff member will have the right to reply to this formal report. Both the Report and any response will be kept on a Confidential Staff file.

41.3 Unsatisfactory Performance Step 2

(a) If there is no improvement after the review period in clause 41.2 B the supervisor will meet with the staff member and their Union representative or another representative of the staff member’s choice to discuss the performance issues.

(b) If the supervisor believes that the staff member is unlikely to meet the performance standards they may discuss alternative strategies. A member of the Human Resources Division must be present at the discussion(s). These 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;
(iii) arrangements and assistance to enable the staff member to seek alternative employment outside of the University.

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

(d) If the staff member does not agree to an alternative strategy or there are no appropriate alternative strategies available, the supervisor will again discuss with the staff member the improvement required and will extend the Review Period in Step 1 for a further reasonable period. Regular feedback on performance should occur during this period. If the parties do not agree on the period of extension the matter will be referred to the Director Human
Resources to determine an appropriate period which will be between 1 and 3 months in duration.

(e) The supervisor will provide a written report of the outcomes in Step 2 and provide a copy to the staff member. The staff member will have ten (10) days 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 confidential file.

(f) Where the required improvement has been achieved, no further action will be taken and an appropriate file note will be made and provided to the staff member.

41.4 Unsatisfactory Performance Step 3

(a) Where a supervisor believes that discussions at Step 2 have not produced the desired improvement in performance, the supervisor will make a written report through the relevant Executive Dean or Institute Director and the Director of Human Resources to the relevant Senior Executive that the performance of the staff member is unsatisfactory. For the purposes of this clause, the relevant “Senior Executive” for:

(i) TESOL Language Teacher Staff - is the Deputy Vice-Chancellor (International) or another officer nominated by the University;
(ii) Professional Staff – is the Executive Director (Operations) or another officer nominated by the University;
(iii) Academic Staff – is the Pro-Vice-Chancellor or another officer nominated by the University.

(b) The report will state clearly:

(i) the aspects of performance seen as unsatisfactory;
(ii) the attempts to remedy the problem;
(iii) any agreed support measures provided;
(iv) any mitigating circumstances;
(v) the recommended disciplinary action; and
(vi) provide any supporting material.

(c) A copy of the report together with any supporting material will be provided to the staff member by the supervisor. The staff member will have ten (10) days to respond in writing to the report. A copy of the report and the staff member’s response, if any, will be retained on a Confidential Staff file.

41.5 Unsatisfactory Performance – Disciplinary Action

(a) The relevant Senior Executive must give due and proper weight to any response provided by the staff member and 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;
(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 appropriate action will be taken which may include but is not limited to:

(i) Taking no further action; or
(ii) Refer the matter back to Step 2; or
(iii) Notify appropriate disciplinary action.

(c) The disciplinary action that may be applied for unsatisfactory performance include one, or any combination, of the following:

(i) formal censure or counselling;
(ii) training or retraining;
(iii) redeployment to another position without loss of salary;
(iv) demotion by one classification level;
(v) withholding of an increment for one year;
(vi) termination of employment (dismissal).

(d) Where the disciplinary action to be applied by the relevant Senior Executive is termination of employment, the staff member will be informed of the recommended penalty in writing and given ten (10) working days to respond. The relevant Senior Executive will consider any response provided by the staff member prior to making a final decision on termination of employment.

41.6 Appeal – Committee of Review

(a) In the case of a recommendation for withholding an increment, demotion or termination of employment (dismissal), the staff member may appeal the decision. If the decision is appealed, the matter will be referred to a Committee of Review which will operate in accordance with the relevant policy.

(b) A Committee of Review shall consist of:

(i) 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
(ii) A staff member nominated by the relevant Senior Executive; and
(iii) A staff member nominated by the members of the relevant Staff Consultative Committee other than those representing management.

(c) The staff member may be assisted by a relevant Union representative or another representative if he/she so chooses and the University shall be represented by a staff member appointed by the relevant Senior Executive provided that neither of these persons is a practising barrister or solicitor.

(d) The Committee shall consider:

(i) in the case of a recommendation for withholding an increment – both the appellant’s case and the reasons for withholding the increment. The Committee will limit its recommendation to either upholding or rejecting the appeal.
(ii) in the case of a recommendation for dismissal or demotion - whether the performance of the staff member has been satisfactory or unsatisfactory, and shall report its findings
and reasons to the relevant Senior Executive. The Committee shall also comment on the nature of the disciplinary action it considers appropriate.

(e) The Committee shall:

(i) Determine its own procedures, which must be consistent with this clause, and shall not be bound by the rules of evidence but may inform itself on any matter in such manner as it thinks appropriate and as the consideration of the matter before it permits;

(ii) Complete its deliberations and make its report within twenty (20) working days except where a longer period is recommended or agreed by the chairperson;

(iii) Provide the staff member an opportunity to answer the Report, irrespective of whether or not the staff member has previously answered any or all matters contained in the Report either in full or in part. The Committee shall consider any representations made either orally or in writing by the staff member, who may make the representations in person or through their Union or by another representative of their choice. The Senior Executive may subsequently require the supervisor to respond to the matters raised by the staff member;

(iv) Treat the Report and all matters relating to the Review as confidential.

(f) After receiving the Committee’s report, the relevant Senior Executive, taking into account its findings, shall as soon as practicable inform the staff member and supervisor in writing of his/her decision and the form of disciplinary action to be taken, if any.

41.7 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) or the notice period provided in the staff member’s Contract of Employment, whichever is greater. Payment in lieu of such notice may be provided.

(b) If at any time during the operation of these procedures, the staff member offers to resign with immediate effect, the resignation shall be accepted by the relevant Senior Executive and the proceedings will cease.

42. TERMINATION OF EMPLOYMENT

42.1 From commencement of the Agreement, the written notice specified in clause 42.2 will apply:

a. for staff members who resign, other than casual staff members except where a different period is specified in their offer of appointment; or

b. for the University, except where a different period is specified in the staff member’s offer of appointment.

42.2 The notice provided in this clause will apply provided that the statutory minimum contained in the *Fair Work Act 2009* (Cth) (as amended) is met.

<table>
<thead>
<tr>
<th>Academic Staff Member – Period of Appointment</th>
<th>Notice provided by Staff Member and University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuing academic</td>
<td>6 months</td>
</tr>
<tr>
<td>Fixed-term academic for appointment of one year or more duration</td>
<td>6 months</td>
</tr>
<tr>
<td>Fixed-term academic for appointment of less than one year duration</td>
<td>1 month</td>
</tr>
</tbody>
</table>
Professional Staff Member - Period of Continuous Service  
<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Notice provided by Staff Member and University</th>
</tr>
</thead>
<tbody>
<tr>
<td>TESOL Language Teachers</td>
<td>4 weeks</td>
</tr>
<tr>
<td>HEW Level 1 to HEW Level 5 (with less than 3 years service)</td>
<td>2 weeks</td>
</tr>
<tr>
<td>HEW Level 1 to HEW Level 5 (with 3 years or more but less than 4 years service)</td>
<td>3 weeks</td>
</tr>
<tr>
<td>HEW Level 1 to HEW Level 5 (with 4 years or more service)</td>
<td>4 weeks</td>
</tr>
<tr>
<td>HEW Level 6 to HEW Level 9</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

42.4 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.

42.5 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.

42.6 The University may provide payment in lieu of notice.

42.7 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.

(b) 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)

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>At least one week, or the equivalent of a full pay period, whichever is the greater.</td>
</tr>
<tr>
<td>1 year or more but less than 3 years</td>
<td>At least two weeks, or the equivalent of a full pay period, whichever is the greater.</td>
</tr>
<tr>
<td>3 years or more but less than 5 years</td>
<td>At least three weeks, or the equivalent of a full pay period, whichever is the greater.</td>
</tr>
</tbody>
</table>
(c) In addition to this notice, 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 week’s notice.

(d) 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.

42.8 Action on Completion of a Fixed-Term Contract

(a) Following the completion of a fixed-term appointment and where it is determined that the position will continue as a fixed-term appointment, the University will offer the incumbent staff member appointment to that position where:
   (i) the duties of the position continue as they were as at the date of expiry of the appointment;
   (ii) the staff member was initially appointed through a merit-based selection process; and
   (iii) the new fixed-term appointment is for two years or less.

(b) Where the new fixed-term appointment pursuant to this clause is for a period of more than two years, the position may be:
   (i) by agreement, offered to the incumbent; or
   (ii) advertised at the discretion of the University

42.9 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 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 as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>4 years or more</td>
<td>8 weeks pay</td>
</tr>
</tbody>
</table>

(e) For the purpose of this clause, breaks between fixed-term appointments of up to two times per year and up to six 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.

43. MEDICAL CONDITIONS AFFECTING PERFORMANCE

43.1 For the purposes of this clause, the relevant “Senior Executive” for:

a. TESOL Language Teacher Staff – is the Deputy Vice-Chancellor (International) or another officer nominated by the University;

b. Professional Staff – is the Executive Director (Operations) or another officer nominated by the University;

c. Academic Staff – is the Pro-Vice-Chancellor or another officer nominated by the University.

43.2 The relevant Senior Executive may require, in writing, any staff member whose capacity to perform the duties of his or her role is in doubt, to undergo medical examination. This will be undertaken by a qualified medical practitioner/s chosen by the University and at the expense of the University. This may involve more than one consultation where the staff member’s condition/s requires it and does not require a separate request for each examination.

43.3 The relevant Senior Executive shall provide a staff member with one month’s written notice that a medical examination is required and ensure that any action taken under this clause is in accordance with the relevant policy. A copy of this clause and the relevant policy will be provided to the staff member.

43.4 Where the staff member makes 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 43.2 or 43.5 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 years of receiving a disability benefit;
c. Where 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 3 months qualifying period or such period of paid sick leave as the fund requires.

43.5 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.

43.6 A copy of the medical report will be provided to the staff member unless medical advice recommends the report not be provided to the staff member.

43.7 If the medical examination reveals that the staff member is unable to perform his or her 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. redeploy the staff member to a commensurate position at the same classification level within the University in accordance with the relevant policy; or
b. redeploy the staff member to a position at a lower classification level with salary maintenance for a period of three months; or
c. terminate the employment of the staff member in accordance with the notice required by the staff member’s contract of employment or where no notice is specified in accordance with clause 42.2 of this Agreement. 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 a 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 42 apply.

43.8 If within 30 working days of the report being made available, the staff member or a person acting on their behalf so requests, the relevant Senior Executive shall not redeploy the staff member or terminate the employment of the staff member in accordance with clause 43.7 unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom shall be appointed by the University, one by the staff member or by a person acting on his or her behalf, and one by the President of the State Branch of the Australian Medical Association. The Panel shall not include the practitioner who made the initial report. The right to request a review is subject to there being contrary medical evidence that the staff member is either able to perform their duties, or likely to be able to resume them, within a period of 12 months.

43.9 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause shall as far as possible apply the same standards as are used by the staff member’s superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
43.10 The relevant Senior Executive may construe failure by a staff member to undergo a medical examination in accordance with these procedures as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within 12 months, and 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.

43.11 The provisions in this clause will not displace or over-ride any workers’ compensation schemes or relevant legislation either State or Federal.

43.12 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 the staff member’s employment has ceased.

43.13 Occupational 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 occupational 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.

44. TRANSFER

44.1 Grievances between staff members will ordinarily be dealt with in accordance with the Staff Grievance Resolution policy.

44.2 In a situation where irreconcilable differences between two members of staff affect work performance, staff well being or efficiency, following reasonable attempts at reconciliation, the Director Human Resources and the staff member(s) concerned may agree to a transfer of the staff member. The transfer should be to an agreed position for which the 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

45.1 If requested by a staff member, a certificate of employment shall be provided by the University to such staff member upon termination of their services. The certificate shall supply details of the date of the staff member’s commencement and termination of their services and the designations held by the staff member.
46. **JOB SECURITY**

46.1 The parties to this Agreement agree that:

a. maintenance or increasing of staffing levels where required for the quality of the teaching and research programs continues to be a key concern for University budget managers;

b. the provision of the greatest possible degree of job security to all staff is a major aim of the University and crucial to its most effective functioning, with normal attrition as the preferred method of addressing changes in the staffing profile;

c. casual employment is a supplement to and not a substitute for the creation of continuing and fixed-term positions.

46.2 The University will use its best endeavours to ensure that, except in extraordinary circumstances, casual staff will not be used as permanent or long-term replacements for staff in positions where there is an ongoing need for the work, or substantially the same work, of these positions to be performed.

(a) Wherever possible widespread redundancies are to be avoided; and

(b) compulsory retrenchments are a last resort and should be avoided if possible; and

(c) where redundancies are required they will be managed in accordance with clause 48.

46.3 Individual members of staff may be affected by restructuring proposals and such staff will be managed in accordance with the provisions of clause 48.

46.4 The Parties acknowledge that the University needs the ability to operate flexibly and be able to respond quickly to change.

47. **ORGANISATIONAL CHANGE**

47.1 Organisational change which does not include the identification of staff as excess to requirements will not engage the processes set out under the restructuring provisions of this Agreement. To ensure the effective planning for, and management of, organisational change which does not involve redundancies, the relevant manager/s will liaise with Human Resources to ensure that:

a. consultation is carried out with all staff, and if they so choose with their representatives, which may include a Union, who will be affected by the organisational change; and

b. consultation occurs with the relevant Staff Consultative Committee and other relevant consultative mechanisms are utilised; and

c. necessary information including budgetary information, is provided to all affected staff.

47.2 Where organisational change involves the possibility that staff will be excess to requirements, and the possibility that retrenchments might result, the restructuring process described below will be followed.
48. **RESTRUCTURING, REDEPLOYMENT AND REDUNDANCY**

48.1 A relevant senior manager may assess that restructuring will be 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;

   (e) variation to the discipline or program mix in an academic unit.

48.2 This clause sets out the key principles relating to organisational restructuring redeployment and redundancy.

48.3 All following steps are to be undertaken in conjunction with the Human Resources Division.

48.4 The procedures in relation to restructuring do not apply:

   (a) In relation to the expiry of a fixed-term contract in accordance with its own terms. Such expiry will not be regarded as a restructuring or a redundancy which attracts the provisions of this clause.

   (b) When the relevant manager assesses that:

      (i) one academic staff member; and/or

      (ii) one professional staff member; and/or

      (iii) one TESOL language teacher staff member;

   is/are excess to requirements, provided that this does not result in:

      (i) an unreasonable workload for other staff in the work area; and

      (ii) the staff member or members concerned agree to take a Voluntary Separation Package (VSP).

   In such cases the relevant staff consultative committee shall be notified of the position(s) which are excess to requirements and their organisational unit. The notification will occur within 2 working days after the last day in office of the departing employee(s).

   (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. In such cases the relevant Union will be notified of the transfer.

48.5 **Consultation (Issues paper)**

   (a) The relevant unit manager will consult with all staff who will be affected by the proposed restructuring and with relevant unions.
(b) For purposes of this clause the relevant unit manager will be the staff member with carriage of the proposed restructure and may for instance be a Head of School, Executive Dean, Director of an administrative area or Director of Institute.

48.6 Formal Proposal

(a) When the relevant unit manager assesses that consultation has clarified the relevant issues, he/she will produce a formal written Proposal, which provides adequate detailed information and justification for the restructure, including the following matters to the extent possible:

(i) **Justification** – covering the background to the proposed changes, their aim, the budget position and options for alternative solutions;

(ii) **Consultation**

(iii) **Recommendations** – covering structural changes, proposed reductions in the number of staff, and workload allocations; and

(iv) **Implementation Plan** – including a timetable, measures for handling voluntary separations, part-time appointments, redeployments and retraining, protecting equity, any impacts on workloads and the criteria for identifying staff to be retrenched, if such retrenchments become required.

(b) The Proposal will be circulated to all affected staff and relevant unions. Normally there will be a period of ten (10) working days for consideration by affected staff.

48.7 Standing Committee for Change Management (Academic Staff)

(a) Where the Proposal effects the positions of Academic Staff members the Proposal shall be forwarded to the University Standing Committee for Change Management (Academic Staff) for consideration.

(b) The University Standing Committee for Change Management (Academic Staff) will be established at the commencement of the agreement and comprise:

(i) Relevant Senior Executive (Chair);

(ii) An Executive Dean or Institute Director;

(iii) A Head of School or Research Professor;

(iv) Two members and alternates of University academic staff elected by and from the academic staff;

(v) One member nominated by the NTEU Branch.

(c) Where the Proposal involves an organisational unit to which one of the standing committee members belongs, or where there is a casual vacancy, a replacement Executive Dean, Institute Director or Head of School will be nominated by the relevant Senior Executive, and a replacement academic staff member will be nominated by the elected staff representative members of the ASCC or the NTEU Branch where applicable.

(d) Human Resources will provide a non-voting Secretary for the Committee.

(e) The University Standing Committee for Change Management (Academic Staff) will meet as frequently as is necessary with a view to completing its deliberations within twenty (20) working days, or other such time as determined by the Committee.
48.8 Standing Committee for Change Management (Professional Staff and ICTE TESOL Language Teachers Staff)

(a) Where the Proposal effects the positions of Professional Staff members and ICTE TESOL Language Teachers Staff members, the Proposal shall be forwarded to the University Standing Committee on Change Management (Professional and ICTE TESOL Language Teachers Staff) for consideration.

(b) The University Standing Committee for Change Management will be established for the life of the Agreement and comprise:

(i) Director Human Resources (Chair);
(ii) A Director of a Division nominated by the University;
(iii) A Faculty Executive Officer nominated by the University;
(iv) Nominee of the Director Human Resources;
(v) Two representatives and alternates elected by and from the professional staff;
(vi) One member jointly nominated by the ASU; QPSU and LHMU
(vii) One member nominated by the NTEU Branch.

(c) Where the Proposal relates to UQ-ICTE for the purposes of this clause the:

(i) Two representatives elected from the professional staff will be provided from UQ-ICTE staff members; and
(ii) Director of UQ-ICTE will be the University’s nominated Director of a Division.

(d) Where the Proposal involves an organisational unit to which one of the standing committee members belongs, or where there is a casual vacancy, a replacement Director of a Division, Faculty Executive Officer or Nominee of the Director Human Resources will be nominated by the relevant Senior Executive, and a replacement staff member will be nominated by the elected staff representative members of the relevant Staff Consultative Committee or the relevant Union where applicable.

(e) Human Resources will provide a non-voting Secretary for the Committee.

(f) The University Standing Committee for Change Management (Professional and ICTE TESOL Language Teachers Staff) should meet as soon as practicable after receiving the Proposal. It should meet as frequently as is necessary with a view to completing its deliberations within twenty (20) working days, or other such time as determined by the committee.

48.9 Role of the Standing Committees

(a) The role of the Committees will be to consider and provide meaningful advice, generally within twenty (20) working days, as to whether the proposed restructuring is justified and reasonable, having regard to matters such as, whether or not:

(i) Consultations have been held with staff and may be ongoing.
(ii) Workload issues have been addressed and proposed workloads are reasonable and equitable.
(iii) The recommendations, including criteria for identifying staff to be retrenched (if any), are fair and reasonable.
(iv) That the proposed implementation of the changes is reasonable and timely.

(b) The committee will make a recommendation to either:
   (i) accept the Proposal; or
   (ii) reject the Proposal; or
   (iii) call for modifications.

(b) If the Committees calls for modifications, these will be considered by the relevant unit manager.

(c) If the relevant unit manager revises the Proposal and re-submits it, it will be considered by the Committees, which will recommend either the acceptance or rejection of the revised proposal.

(d) If the relevant manager provides a justification why the modifications cannot be implemented, the relevant Committee will re-consider the original Proposal.

(e) The Proposal and the Committee’s recommendations will be forwarded to the Senior Deputy Vice-Chancellor or Executive Director (Operations) who will, after due and proper consideration, reject or approve the Proposal for implementation.

48.10 Implementing the Approved Proposal

(a) The relevant unit manager or a nominee identified in the Proposal will be responsible for implementing the Proposal (“the Implementation Manager”) in accordance with and subject to the terms of the Proposal itself. Unless otherwise provided for in the Proposal, in the first instance the Implementation Manager will pursue voluntary mechanisms by offering to staff in the affected area the opportunity to express interest in Voluntary Separation Packages (VSP) and/or seek part-time appointments. Staff who wish to pursue both options should indicate whether their first preference is a VSP or a part-time appointment. Staff will have five (5) working days to respond.

48.11 Voluntary Separation

(a) Where it has been determined to proceed with the voluntary separation of staff in the first instance, the Implementation Manager will offer staff in the affected area the opportunity to express an interest in a Voluntary Separation Package (VSP).

(b) The Implementation Manager will decide, within ten (10) working days, which expressions of interest can be accepted, having regard to the operational requirements of the unit and will offer VSPs to the identified staff.

(c) If a staff member accepts a VSP, the payment will be as detailed in clause 48.16 or 48.17 below and the person will leave the University at the earliest opportunity.

(d) If the staff member is not offered a VSP or rejects the offer of a VSP, he/she will be eligible for consideration of a part-time appointment if he/she has indicated that preference in response to the manager’s offer.

48.12 Part-Time Appointment

(a) Any full-time member of staff, in the affected area, may seek to convert his/her appointment to a part-time one. The Implementation Manager will decide whether such a
part-time appointment can be offered, having regard to the operational requirements of
the unit. The Implementation Manager should communicate the decision to the staff
member within ten (10) working days of receiving the request.

(b) Staff who initially seek a part-time appointment and are not able to be accommodated, will
be eligible to express an interest in a VSP, provided they have nominated this preference in
response to the Implementation Manager’s notification.

(c) Where the number of part-time appointments does not meet the required reduction in
staffing, the Implementation Manager will accept up to the necessary number of
expressions of interest in voluntary separation to meet the reduction. Voluntary
Separation Packages will be as at clause 48.11 and decided in accordance with policy
except where the Proposal identifies positions that are excess to requirements.

48.13 Retrenchment

(a) If the mechanisms for voluntary separation or part-time appointments do not achieve the
reductions in staffing required in accordance with the terms of the Proposal, then the
necessary number of positions will be declared surplus, in accordance with the criteria
contained in the Proposal as approved by the Senior Deputy Vice-Chancellor or Executive
Director (Operations).

(b) When identifying positions as surplus the Implementation Manager will apply the criteria
contained in the Proposal as approved by the Senior Deputy Vice-Chancellor or Executive
Director (Operations).

(c) Any staff member who holds a position which has been identified as surplus to
requirements may apply for redeployment in accordance with the provisions of clause
48.14 and the relevant policy, within five (5) days of identification.

(d) A staff member who holds a position which has been identified as surplus to requirements
and who does not apply for redeployment or part-time appointment will be paid a
redundancy payment in accordance with clause 48.16 or 48.17 and leave the employment
of the University at the earliest opportunity.

48.14 Redeployment

(a) Where a staff member elects to seek redeployment, the University will make reasonable
attempts to find a suitable position. The redeployment period will be for twenty-five (25)
working days with consideration of the Christmas/New Year period where applicable. The
redeployee 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 them within a three month period.

(b) The University will notify the staff member of possible redeployment opportunities.
Alternatively the staff member may notify Human Resources of positions for which they
wish to be considered.

(c) The provisions of clause 48.13(c) and this clause 48.14 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 48.16 or 48.17 plus an additional five (5) weeks salary.

(d) Redeployment will normally be to a position at the same classification level.

(e) Subject to operational requirements, a staff member may request redeployment prior to the timelines set out in clause 48.13(c) 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.

(f) Where a request for redeployment in accordance with clause 48.14(e) has been refused and the employee applies for a vacancy within the University outside the formal redeployment period in this Agreement, the staff member will:

   (i) be required to meet the requirements of the position including selection criteria or be capable of meeting them within a three month period; and

   (ii) be required to specify in their application that they are applying for the vacancy pursuant to this clause; and

   (iii) not be required to compete against external or internal applicants in open competition.

(g) If a suitable position is found, a trial period of three 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 Executive Director (Operations)/Relevant Senior Executive that the staff member will either be:

   (i) Confirmed in the position

   (ii) Offered a VSP; or, if this option is not accepted by the staff member,

   (iii) Retrenched

(h) The Executive Director (Operations)/Relevant Senior Executive will decide and will take into account the views of the staff member and the relevant manager.

(i) Staff members who are unable to be redeployed will be paid a redundancy calculated in accordance with clause 48.16 or 48.17 on termination of their services.

(j) 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 months. After this time pay will revert to the salary of the level of the lower position.

(k) 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 5 years. This arrangement will only apply where superannuation fund rules allow.

48.15 Redundancy Review
(a) A staff member who holds a position which has been identified as surplus to requirements may request, within five (5) working days of notification, a review as to whether the criteria used to select the position have been applied in an objective and non-discriminatory manner and in accordance with the proposal.

(b) A Review Panel, comprising a senior manager nominated by the Senior Deputy Vice-Chancellor (in the Chair), a nominee of the staff members on the relevant Staff Consultative Committee (other than those representing management) and an Executive Dean, Director of Institute or Director of Organisation Unit, will be established as soon as practicable, but no later than five (5) working days after receipt of the application for review.

(c) All relevant information will be provided to the Review Panel. The staff member and the Implementation Manager will have the opportunity to make verbal or written submissions to the Panel.

(d) The Panel may interview any person it thinks fit.

(e) The Review Panel will transmit its recommendation to the Senior Deputy Vice-Chancellor who will make the decision. That decision will be communicated to the staff member and to the Implementation Manager within 10 working days of the receipt of the application for review.

48.16 Voluntary Separation Package and non-voluntary Redundancy Payment – Pay Calculation for Academic Staff

(a) 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.

(b) 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.

(c) The amount paid will be calculated as follows, for each individual staff member:

(i) Notice in in accordance with the staff member’s contract of employment;

(less PAYE tax)

(ii) Retrenchment payment calculated as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>Retrenchment Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>below 40</td>
<td>6 month’s pay</td>
</tr>
<tr>
<td>40</td>
<td>7 month’s pay</td>
</tr>
<tr>
<td>41</td>
<td>8 month’s pay</td>
</tr>
<tr>
<td>42</td>
<td>9 month’s pay</td>
</tr>
<tr>
<td>43</td>
<td>10 month’s pay</td>
</tr>
<tr>
<td>44</td>
<td>11 month’s pay</td>
</tr>
<tr>
<td>45 and over</td>
<td>12 month’s pay</td>
</tr>
</tbody>
</table>

(Less PAYE tax)

PLUS:

Severance 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

(Less concessional tax)

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

a. 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.

b. 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 the full amount of the redundancy payment (calculated as above) for a period of 3 months after the initial redeployment.

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.

d. Where an academic staff member believes that a redundancy payment calculated in accordance with clause 28.10.3 (Step 2) of the University of Queensland Enterprise Agreement (Academic Staff) 2006 would be greater than the amount paid under this clause, they may apply in writing to the relevant Senior Executive for payment calculated in accordance with that clause and will be entitled to payment of the greater amount.

48.17  Voluntary Separation Package and non-voluntary Redundancy Payment – Pay Calculation for Professional and TESOL Language Teacher Staff

(a) Staff who are retrenched, or accept a VSP after the restructure proposal has been forwarded to the Committee for Change Management, will receive:

(i) Two weeks’ pay for each year of 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 5 years or more service.
(iii) Notice calculated as follows, or pay in lieu of notice:

<table>
<thead>
<tr>
<th>Staff member’s Period of Continuous Service with the Employer</th>
<th>Period of Notice</th>
<th>Over 45 years of with 2 years or more Continuous Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
<td></td>
</tr>
<tr>
<td>More than 1 year but less than 3 years</td>
<td>2 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 3 years but less than 5 years</td>
<td>3 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

(b) 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.

48.18 Post Implementation Review

(a) The relevant Standing Committee on Change Management will undertake a review of the success of the restructuring at a suitable time after the restructuring has been put in place, generally between 6 and 9 months. The outcome of the review will be referred to the authorised officer/ relevant Senior Executive.

49. OUTSOURCING

49.1 When the relevant Director, Head of School of Director of Institute decides that there is a possible need for outsourcing to other organisations work that is currently being performed by University staff, the University will:

(a) Consult with directly affected staff, the relevant unions or other staff representatives the staff so choose, and the relevant Staff Consultative Committee, when the positions of those staff become redundant; and

(b) Consult with any other staff who may reasonably be affected.

49.2 Outsourcing proposals that have an expectation that staff will be made redundant within the relevant organisation unit will receive approval in accordance with clause 48 before a tender process is:

(a) advertised; or

(b) offered to identified parties in a closed tender; or

(c) published as a formal expression of interest

as applicable in the circumstances.
49.3 This Proposal will provide the relevant budget and financial information and other relevant information demonstrating the need to contract out the services in question subject to any requirements of commercial confidentiality.

49.4 The University will follow the restructuring procedures in relation to voluntary separation packages, retrenchment and redeployment as set out in clause 48.

49.5 Where the University has decided to contract work out to another Organisation, it will allow the relevant group of staff within the University to tender for the work in competition with the external providers. If successful, the group will be commissioned to carry out the work.

49.6 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.

49.7 The University will provide a report to the relevant staff consultative committee on the consideration of the bids received and the basis for recommending a particular bid subject to commercial-in-confidence considerations.

49.8 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 Consultative Committee.

49.9 Nothing in this clause limits the right of the University to hold discussions with potential providers of outsourcing services or arrangements.

50. USE OF CONTRACTORS

50.1 This clause does not apply to contracting arrangements in relation to academic staff.

50.2 Consultation will take place between the University, the affected staff, the relevant unions, or other staff representative(s) if they so choose, should the University wish to employ contractors to perform ongoing and substantial work that is currently being undertaken by University staff. Consultation in accordance with this clause will take place prior to the decision to contract out services being made except in the case of an emergency.

50.3 Such contract labour (as distinct from contracts for supply and installation) may be used by the University where the following conditions exist:

(a) Where specific expertise is required; and
(b) Where that expertise could not reasonably be attained by existing in-house staff. Where appropriate, lack of skills identified under this clause shall be targeted for inclusion in training/career development programs; or
(c) Where the nature of the work is considered to be outside the work parameters expected of staff.

(d) In the case of an emergency or unforeseen exigency, the University may 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 staff (for example, training in the safe use of new equipment).
CHAPTER I: APPLICABLE TO ALL STAFF MEMBERS

PART F: LEAVE ENTITLEMENTS

51. LEAVE ENTITLEMENTS

51.1 The following table 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 leave policies referred to in the leave table below.

51.2 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).

51.3 Agreement will not be unreasonably withheld and will not be required where the amendments are due to changes in legislation.

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

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

<table>
<thead>
<tr>
<th>Leave Type</th>
<th>Employee Category</th>
<th>Entitlement</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation Leave for All Staff HUPP 5.60.10</td>
<td>Full- Time Employees</td>
<td>145 Hours (20 days for each 12 months of continuous paid service)</td>
<td>Maximum accrual is 290 hours (40 days) for full-time staff and 362.5 hours (50 days) for shift workers</td>
</tr>
<tr>
<td></td>
<td>Full- Time employees on three continuous shifts per day over a period of seven days per week</td>
<td>181 hours 15 minutes (25 days) for each 12 months of continuous paid service</td>
<td>The University is able to direct an employee to take a maximum of 10 days leave where they have accrued 40 days or more leave.</td>
</tr>
<tr>
<td></td>
<td>Part- Time employees</td>
<td>Pro rata the full-time rate</td>
<td>It is the expectation that all recreation leave is taken within 12 months of accrual.</td>
</tr>
<tr>
<td></td>
<td>Casual Employees</td>
<td>No entitlement</td>
<td>Payment in lieu up to maximum accumulation on termination of employment or death while in service</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For HEW Levels 1 – 9: Leave Loading of 17.5% of ordinary salary</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For Academic and Senior Professional Staff: Leave Loading of 17.5% of ordinary salary</td>
</tr>
<tr>
<td>Leave Type</td>
<td>Employee Category</td>
<td>Entitlement</td>
<td>Conditions</td>
</tr>
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<td>-------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Long Service Leave for All Staff HUPP 5.60.7</td>
<td>Full-time employees</td>
<td>1.3 weeks for each completed years of service after 10 years of continuous service</td>
<td>Entitled to take a minimum of 2 weeks leave on six months notice; employees can be required to take a minimum of 4 weeks leave where accrual is greater than 18 weeks. Capped at a maximum of 26 weeks.</td>
</tr>
<tr>
<td></td>
<td>Part-time employees</td>
<td>Pro rata the full-time rate</td>
<td></td>
</tr>
<tr>
<td>Community Service Leave for All Staff HUPP 5.60.14</td>
<td>All employees</td>
<td>Unpaid leave</td>
<td>All employees other than casual employees Paid leave for jury duty and payment for other community service leave in accordance with HUPP 5.60.14</td>
</tr>
<tr>
<td>Includes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>● State Emergency Service;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>● Qld Ambulance Service;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>● Qld Fire &amp; Rescue Service;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>● Qld Rescue;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>● Volunteer Marine Rescue Association Queensland;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>● Australian Volunteer Coast Guard Association;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>● Red Cross;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>● St John’s Ambulance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defence Forces Leave HUPP 5.60.16</td>
<td>All employees</td>
<td>Unpaid leave</td>
<td>Employees who are employed on a contract of employment for a period greater than one year, or have cumulative continuous employment with the University for more than one year, are deemed eligible</td>
</tr>
<tr>
<td>Leave Type</td>
<td>Employee Category</td>
<td>Entitlement</td>
<td>Conditions</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Parental Leave (other than for Adoption Leave)</td>
<td>Full- Time employees who are primary care givers</td>
<td>26 weeks paid leave after 12 months continuous service with additional unpaid leave in accordance with the <em>Fair Work Act 2009</em> (Cth) which may be up to a total maximum of 104 weeks (2 years).</td>
<td>Parental Leave must be taken in an unbroken period. Paid Parental Leave provided to employee who gives birth to a live child or where partner is a UQ staff member and elects to be the primary care giver.</td>
</tr>
<tr>
<td>Parental Leave (other than for Adoption Leave)</td>
<td></td>
<td>The University recognises that the Federal Government is seeking to introduce Federally funded paid parental leave from 1 January 2011. Parental Leave entitlements payable under this Agreement are a stand-alone entitlement and are not affected by the Federal scheme.</td>
<td>Entitled to return to position held immediately before taking parental leave or a comparable position if the original position has been disestablished.</td>
</tr>
</tbody>
</table>
|                                               |                                               | **Pre-Natal Leave**  
At the discretion of the supervisor a staff member who has a confirmed pregnancy is entitled to up to 36.25 hours paid leave to attend appointment(s) directly related to her pregnancy.  
The staff member may be required to provide medical certificate(s) or a statutory declaration confirming her pregnancy and attendance at the appointment(s). | Employees who are unable to return to their substantive position on a full-time basis may be transferred in accordance with clause 54 of this Agreement. |
|                                               |                                               | **Early Termination of Pregnancy**  
Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may use accrued compassionate leave and sick leave as recommended to be taken by a registered medical practitioner. The employee will further be entitled to unpaid special maternity leave for any period as recommended by a | |
<table>
<thead>
<tr>
<th>Leave Type</th>
<th>Employee Category</th>
<th>Entitlement</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Leave</td>
<td>Full-Time employees who are primary care givers</td>
<td>Where the child is less than five years of age 26 weeks paid leave after 12 months continuous service with additional unpaid leave in accordance with the <em>Fair Work Act 2009</em> (Cth) which may be up to a total maximum of 104 weeks (2 years). Where the child is older than five years of age and up to sixteen years of age 52 weeks unpaid leave after 12 months continuous service with additional unpaid leave in accordance with the <em>Fair Work Act 2009</em> (Cth) which may be up to a total maximum of 104 weeks (2 years). Adoption Leave must be taken in an unbroken period. Paid Adoption Leave may be paid proportionately over a period of up to 52 weeks. Entitled to return to position held immediately before taking parental leave or a comparable position if the original position has been disestablished. Employees who are unable to return to their substantive position on a full-time basis may be transferred in accordance with clause 54 of this Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eligible Casual employees</td>
<td>Unpaid parental leave</td>
<td></td>
</tr>
<tr>
<td>Continuing and Fixed-Term employees</td>
<td>72.5 hours (10 days) paid leave in any 12 consecutive months of employment</td>
<td>Personal leave accrues pro-rata from date of commencing duty. Accumulated leave is not paid out at resignation/retirement. Carer’s Leave is available for dependent children, immediate or extended</td>
<td></td>
</tr>
<tr>
<td>Leave Type</td>
<td>Employee Category</td>
<td>Entitlement</td>
<td>Conditions</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>72.5 hours (10 days) (cumulative) per annum, plus a further 35 days non-cumulative</td>
<td>family and significant others. Medical certificate or statutory declaration needed for more than three consecutive days.</td>
</tr>
<tr>
<td>Personal Leave (Sick and Carers Leave) for Academic Staff HUPP 5.60.3</td>
<td>Continuing and Fixed-Term Academic Staff</td>
<td>Pro-rata the full-time rate basis for leave</td>
<td><strong>Use of Carer’s Leave for Partner Pre-Natal Purposes</strong> A staff member whose partner is confirmed as pregnant will be entitled to use any accrued carer’s leave entitlement to attend appointment(s) directly related to their partner’s pregnancy. At the discretion of the supervisor, the staff member may be required to provide medical certificate(s) or a statutory declaration confirming pregnancy and their attendance at the appointment(s).</td>
</tr>
<tr>
<td></td>
<td>Part-time employees</td>
<td></td>
<td>Accumulated leave is not paid out at resignation/retirement. Carer’s Leave is available for dependent children, immediate or extended family and significant others. Medical certificate or statutory declaration needed for more than three consecutive days. <strong>Use of Carer’s Leave for Partner Pre-Natal Purposes</strong> A staff member whose partner is confirmed as pregnant will be entitled to use any accrued carer’s leave entitlement to attend appointment(s) directly related to their partner’s pregnancy. At the discretion of the supervisor, the staff member may be required to provide medical certificate(s) or a statutory declaration confirming pregnancy and their attendance at the appointment(s).</td>
</tr>
</tbody>
</table>
### Leave Type

<table>
<thead>
<tr>
<th>Leave Type</th>
<th>Employee Category</th>
<th>Entitlement</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual Employees</td>
<td>Unpaid personal leave</td>
<td>confirming pregnancy and their attendance at the appointment(s).</td>
<td></td>
</tr>
<tr>
<td>Additional Carer’s Leave for All Staff</td>
<td>All employees, except casual staff, who have completed 12 months of service</td>
<td>Up to a maximum of 36.25 hours (5 working days) per annum</td>
<td>Available to provide care for dependent children, immediate or extended family and significant others. Medical certificate or statutory declaration needed for more than three consecutive days</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>Continuing and fixed-term employees</td>
<td>3 days paid leave. Up to 5 days unpaid leave.</td>
<td>Available for the purpose of spending time with a person who is a member of the employee’s immediate family or household and has a personal illness, or injury, that poses a serious threat to his or her life; or after the death of a member of the employee’s immediate family or household. This entitlement also extends to members of a community of Indigenous Australians or where recognised cultural relationship exists</td>
</tr>
<tr>
<td>Casual Employees</td>
<td>2 days unpaid leave.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Paid or Unpaid Leave for All Staff</td>
<td>All employees</td>
<td>At University discretion</td>
<td>Special Leave not generally provided as additional sick leave.</td>
</tr>
</tbody>
</table>

### 52. PUBLIC HOLIDAYS

#### 52.1 Employees other than casual employees will be entitled to the following holidays without loss of pay:

- (a) New Year’s Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Queen’s Birthday;
- (h) Labour Day;
- (i) Christmas Day;
- (j) Boxing Day; and
52.2 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:

- 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
- Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day; and
- Where New Year’s Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year’s Day.

52.3 Part-time employees who usually work on a day of the week on which a public holiday falls and are not required to work on that day, will be paid for the hours which would normally have been worked on that day.

52.4 Where a public holiday falls on an employee’s rostered day off, such employee shall receive:

- another day off in lieu thereof; or
- one day shall be added to the employee’s annual leave; or
- one day’s pay, at ordinary rates, shall be paid in addition to the weekly pay.

53. LEAVE WITHOUT PAY

53.1 A staff member on Leave Without Pay in excess of 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.

54. TRANSFER ON RETURN FROM PARENTAL LEAVE

54.1 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.

54.2 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.

54.3 In order to access a transfer pursuant to this clause, the staff member must:

- provide the University with no less than 6 weeks’ written notice of their intention to return to work in a part-time capacity;
- advise whether they are seeking transfer on a permanent or temporary basis;
- advise their supervisor of their intention to seek transfer;
- provide the University with a current resume.

54.4 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 twenty-five (25) working days with consideration of the Christmas/New Year period where applicable. The
transfer search period would ordinarily be completed prior to the staff member returning to work unless otherwise agreed.

54.5 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 month period.

54.6 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.

54.7 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.

54.8 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.
CHAPTER II: ACADEMIC STAFF

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

55. ACADEMIC FREEDOM

55.1 The University is committed to the protection and promotion of academic freedom within the University and in accordance with the relevant policy. The principle of academic freedom should be scrupulously observed at the University of Queensland.

55.2 Academic freedom includes the rights of all academic staff to:

(a) express opinions about the operations of the University and higher education policy more generally;
(b) pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
(c) participate in public debates and express opinions about issues and ideas related to their discipline area;
(d) participate in professional and representative bodies including industrial associations and to engage in community service without fear of harassment, intimidation or unfair treatment;
(e) 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) express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate.

55.3 In the exercise of Academic Freedom, academic staff will observe the University Code of Conduct, act in a professional and ethical manner and will not harass, vilify, intimidate or defame the institution or its employees.

56. CAREER DEVELOPMENT FOR CASUAL ACADEMIC STAFF

56.1 The University’s Tutorial Fellows and Tutorial Assistants Policy (HUPP 5.41.2) 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.

56.2 The University will provide casual academic staff with access to relevant training and career development courses in the Staff Development Programme.

57. CRITERIA FOR ACADEMIC PERFORMANCE

57.1 Criteria for Academic Performance are set out in the relevant University Policy (as amended from time to time).
58. **SALARY MOVEMENT WITHIN AN ACADEMIC LEVEL**

58.1 An academic staff member will be eligible for movement, at least no later than twelve months since appointment or the previous increment, to the next highest salary point within the academic level as set out in Schedule 1 – 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 62 or the staff member is already at the top of the relevant increment.

58.2 Movement to the next highest salary point will be effective from the date provided in clause 58.1. 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 58.1.

58.3 An academic staff member who has been absent on unpaid leave in excess of three months, in aggregate, may have the review delayed by the period of absence.

59. **CLINICAL LOADINGS AND STATE SUPPLEMENTARY LOADINGS**

59.1 A clinical loading may be payable to academic staff who have clinically-related qualifications. The amount payable shall be determined by the Executive Dean of Health Sciences and shall be no less than provided in Schedule 1. This loading is superannuable and payable during periods of study leave, recreation leave and long service leave.

59.2 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 Executive Dean of Health Sciences. This loading is superannuable and is not payable during periods of study leave, recreation leave and long service leave.

60. **TEACHING OPPORTUNITIES - POSTGRADUATE STUDENTS**

60.1 Teaching opportunities should be made available to postgraduate research students through mechanisms such as appointment as Tutorial Assistants and Tutorial Fellows.

60.2 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.

60.3 The University will consult with the ASCC on the best means of providing teaching opportunities to postgraduate students.

61. **ACADEMIC STAFF WORKLOADS**

61.1 The parties to this Agreement acknowledge that, subject to clause 61.3 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.
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.

61.2 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, taking into account reasonable consideration of family and personal responsibilities.

61.3 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) where it is feasible and agreed by the School as part of the method of calculating comparative workloads of academic staff, workload relating to teaching will be expressed in equivalent hours;

(c) provide flexible guidelines for the development and on-going management of acceptable workloads for individual staff members having regard to the school, institute or centre's needs and the individual's expertise and research and professional interests and level of appointment;

(d) the agreed maximum number of hours which a fulltime academic can be required to work in a calendar year is 1725;

(e) Academic staff may, by agreement, be assigned to 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;

(f) strike an appropriate balance among teaching (including supervision), scholarship or research, and engagement for each individual (relevant to their designation as Teaching and Research, Teaching Focussed or Research Only staff) so that the overall work carried out by the combined staff meets the goals and objectives of the school, institute or centre; and the agreed professional development needs of staff members;

(g) Changes to the guidelines will be subject to consultation with the ASCC and affected academic staff. The maximum number of hours specified in the Agreement and guidelines will not be varied within the nominal life of the Agreement.

61.4 A working party which will include staff and union representatives will review the Guidelines for Allocation of Workload to Academic Staff and will convene within 6 months of the date of the approval of the Agreement.

61.5 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. Should the matter not be resolved by the end of Step 2 of the Staff Grievance Resolution Procedure or later, the staff member may choose to move to the Dispute Settlement procedure under this Agreement. Any steps taken initially under the Staff Grievance Resolution Procedure will constitute steps taken under the Dispute Settlement procedure.
62.  **STAFF APPRAISAL**

62.1 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:

(a) Implement developmental/growth opportunities for academic staff; and
(b) Provide assistance to any academic staff member whose performance is assessed as requiring improvement.

62.2 Each academic staff member will meet annually with his/her supervisor to conduct a formal review. An Achievements and Objectives Form will be provided to the supervisor by the staff member.

62.3 Staff who are expecting incremental progression, those who are applying or planning to apply for a Special Studies Program (SSP), promotion, continuing appointment or review of probation, will also provide to their supervisor for discussion, (in addition to the Achievements and Objectives Form) a full academic portfolio covering achievements in the broad areas of-

(a) teaching and supervision;
(b) scholarship, research and original achievement; and
(c) service to the University and the community.

62.4 The policy on Criteria for Academic Performance will be used in reviewing performance. This review will address issues of staff development and personal planning, assessment of achievements and, where relevant, recommendations relating to other formal processes in the University such as continuing appointment, promotion, SSP and incremental progression.

62.5 The outcomes from the review will be one or more of the following, as relevant to the particular circumstances of the academic staff member:

(a) The supervisor's assessment of progress of probationary staff;
(b) The supervisor's assessment of performance;
(c) A personal and professional development plan, completed and agreed by the staff member and the supervisor. (This document will remain confidential to the staff member, the supervisor and the Head of School / Organisational Unit.);
(d) The supervisor's recommendation concerning incremental progression where required; and/or
(e) The supervisor's recommendation in relation to mid-term and final review for continuing appointment, or for promotion, or for SSP as appropriate.
(f) These documents/recommendations will be sighted and signed by the staff member and submitted to the relevant University process at the appropriate time.

63.  **ACADEMIC STAFF SUPERVISION**

63.1 Each academic shall have a nominated supervisor, and shall be advised in writing of the name and position of the nominated supervisor. Academic staff may request the nomination of an alternative supervisor.

63.2 Supervisors shall provide academic and administrative leadership and are responsible for monitoring the performance of academics and for providing assistance to academics whose
performance is assessed as requiring improvement. Wherever possible supervisors shall be competent in the areas of expertise of the academics for whom they are responsible.

63.3 The supervisor shall be the head of the academic unit in which the academic is employed, provided that the Senior Deputy Vice Chancellor may delegate in writing another academic staff member classified at Level C or above to be the supervisor of one or more academics or group of academics.

63.4 The supervisor, if not already trained, shall within three months of being nominated, receive appropriate training in academic staff assessment techniques and the provisions of this Agreement.

63.5 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 Senior Deputy Vice Chancellor, Deputy Vice Chancellor (Research) or Deputy Vice Chancellor (Academic), in which case the terms of clauses 63.1 to 63.4 of this clause shall have no application to the academic staff member.
CHAPTER III: PROFESSIONAL STAFF

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

64. STAFF SALARIES

64.1 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 III.

(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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40%</td>
</tr>
<tr>
<td>2</td>
<td>55%</td>
</tr>
<tr>
<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>4</td>
<td>90%</td>
</tr>
</tbody>
</table>

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.

(b) Trainees shall be paid in accordance with the relevant University policy and the Supported Employment Services Award 2010.

(c) The rates in Schedule 3 and 4 shall be increased on or from the dates as set out below:

1 January 2010
1 July 2010
1 January 2011
1 July 2011
1 January 2012
1 July 2012

(d) The total salaries and salary increases payable to Security Shift Superintendents are set out in Schedule 7.

(e) The total salaries and salary increases payable to Customs House staff are set out in Schedule 8.

(f) Staff eligible for a supported wage will be paid in accordance with the relevant University policy.

64.2 Staff Member In Charge

A staff member who is permanently appointed wholly or mainly in charge of, and responsible for, the work distribution of other staff will not be appointed to a HEW Level less than the highest HEW level of the staff of whom he or she is appointed in charge.

64.3 Higher Duties

Where a staff member is appointed in writing by the University to perform for a period of 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.

65. EVALUATION OF PROFESSIONAL STAFF POSITIONS (UP TO AND INCLUDING HEW LEVEL 9)

65.1 The following principles underpin the University’s evaluation and classification processes:

(a) 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.

(b) Within reason, staff may be required to perform tasks which are incidental and peripheral to the staff member’s major duties.

(c) The performance of such broader range of duties shall be subject to:

(i) The University’s commitment to provide a safe and healthy work place.
(ii) The Staff member having been adequately trained to perform the duties in question.
(iii) Consultation with the staff member.
(iv) Such duties not being designed to promote deskilling.
(v) Taking into account the staff member’s workload.

(d) All persons employed to undertake professional staff work will be employed in accordance with the relevant University policy. They will be allocated duties and the position will be classified in accordance with the Classification Structure and Job Descriptors set out in Schedule 5 of this Agreement.

(e) All persons employed to undertake catering and hospitality work at Customs House will be employed in accordance with the relevant University policy. They will be allocated duties and the position will be classified in accordance with the Classification Structure and Job Descriptors set out in Schedule 8 of this Agreement.

(f) 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.

(g) The supervisor can provide valuable input into the documentation and provide feedback, support and clarification of the expectations of the position.

(h) 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.
(i) Where the position has been evaluated to a higher salary level, salary will be backdated to the date the application is received by the Central Human Resources Division or an earlier date as otherwise approved by the Director, Human Resources.

(j) A staff member may make one (1) incumbent initiated application for evaluation of the position in accordance with clause 65.1(f) during a 12 month period.

65.2 Review of the process for evaluation and classification (Up to and including HEW Level 9)
The University undertakes to commence, within 3 months of the approval of this Agreement, a review of the process for evaluation and classification of positions in conjunction with a working party which will include staff and union representatives. The working party will determine its own terms of reference. Any new or revised policy will address appropriate time lines for completion of the evaluation and classification process.

66. VOLUNTARY VARIABLE WEEKS/ANNUALISED SALARY PROGRAM

66.1 A professional staff member may, with approval of their supervisor, take up to four (4) weeks additional leave in a year and receive a corresponding reduction in annual salary which will be paid as a fractional salary over the full year.

66.2 The staff member’s annualised salary will be the product of the fraction of the hours worked per week and the fraction of the total weeks worked in the year plus four additional weeks of the contracted hours per week.

66.3 Staff members working an annualised salary program will retain any entitlements accrued at the full fraction at the date of commencing annualised hours.

66.4 From the commencement of an annualised hours program the staff member will be entitled to receive leave entitlements under this Agreement on a proportional basis in accordance with the relevant policy.

66.5 Annualised hours programs will generally be arranged on an annual basis. In exceptional circumstances and only with agreement of the supervisor, a staff member may discontinue their scheme of annualised hours with four weeks’ notice. The university may agree to waive the notice requirements.

66.5 Approval for requests to work annualised hours will not be unreasonably refused.

67. CASUAL MINIMUM HOURS

67.1 The minimum period of engagement for casual professional staff shall be 3 hours, subject to:

67.2 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 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.
67.3 The minimum engagement shall be two hours for casual staff (other than students with a one hour minimum engagement) engaged in the following categories or work:

(a) Farm staff (including fruit and vegetable workers, pastoral workers)
(b) Crop and animal attendants
(c) Actors
(d) Hospitality and Catering staff
(e) Trades and maintenance staff (excluding electricians)
(f) Gardeners and grounds staff
(g) Dental Assistants
(h) Nurses
(i) Residential Colleges Staff

67.4 In order to meet his/her personal circumstances, a casual staff member may request and the employer may agree to an engagement for less that the minimum of 3 hours.

67.5 There will be no multiple starts on any one workday, in any one work unit unless by agreement.

68. ELIGIBILITY FOR CASUAL PROFESSIONAL STAFF CONVERSION

68.1 This provision only applies to Professional staff.

68.2 Casual employees 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 twelve months at least at 50% of ordinary weekly hours or over a period of 24 months.

68.3 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 that where her/his status as a student is irrelevant to his/her 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;
(f) is performing work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.

68.4 A staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.

68.5 The employment and payment of casual staff and all consideration of the conversion of casual staff will be in accordance with the relevant policy.

68.6 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.
69. **ALLOWANCES**

69.1 Staff are entitled to be paid one or more work and expenses related allowances and will be eligible for the allowances and rates of payment in accordance with the relevant 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.

69.2 A table of professional staff allowances is contained in Schedule 9 of this Agreement.

70. **INDEXATION OF ALLOWANCES**

70.1 The allowances referred to in this Chapter and prescribed in the relevant University policy shall be increased as follows:

70.2 Work related expenses shall be increased in accordance with the percentage increase applicable to the HEW 3.1 rate.

70.3 Expense 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.

71. **HOURS AND WORK PATTERNS**

71.1 **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, an employee 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 University policies 5.55.03 General Staff Working Arrangement – Flextime and Voluntary Banked Time and 5.55.05 Hours of Work/Ordinary Hours. Unless otherwise directed by their supervisor staff are required to take a lunch break of at least 30 minutes duration after five hours work.
<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Standard Spread of Days Worked for full-time and part-time including fixed-term staff</th>
<th>Standard Spread of Hours for full-time and part-time staff including fixed-term staff</th>
<th>Notice required from the University to change commencing and ceasing times within Standard Spread of Hours in column 2</th>
<th>Standard Hours Work Arrangements</th>
<th>Maximum hours per Week or per Work Cycle for full-time and part-time staff including fixed-term staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Friday</td>
<td>8am to 6pm</td>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>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).</td>
</tr>
<tr>
<td>Trades &amp; Services (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Friday</td>
<td>7am to 6pm</td>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>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).</td>
</tr>
<tr>
<td>Technical &amp; Scientific (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Friday</td>
<td>7am to 6pm</td>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>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).</td>
</tr>
<tr>
<td>Professional Services (Excluding Staff At Or Above)</td>
<td>Monday to Friday</td>
<td>6am to 6pm</td>
<td>At least one week’s notice from the</td>
<td>Standard hours excluding meal breaks: Full-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>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).</td>
</tr>
<tr>
<td>HEW Level 8)</td>
<td>University.</td>
<td>HEW Level 8)</td>
<td>University.</td>
<td>HEW Level 8)</td>
<td>University.</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>--------------</td>
<td>-------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>open span</td>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>open span</td>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>open span</td>
</tr>
<tr>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: 8 hrs per day.</td>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: 8 hrs per day.</td>
<td>At least one week’s notice from the University.</td>
<td>Standard hours excluding meal breaks: 8 hrs per day.</td>
</tr>
<tr>
<td>8 hrs per day.</td>
<td>Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
</tr>
<tr>
<td>Marketing (Student Recruitment / Promotion) (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>6am to 10pm</td>
<td>Monday to Sunday</td>
<td>6am to 10pm</td>
<td>Monday to Sunday</td>
</tr>
<tr>
<td>8 hrs per day.</td>
<td>Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
</tr>
<tr>
<td>Position</td>
<td>Days</td>
<td>Hours</td>
<td>Notice</td>
<td>Standard Hours Excluding Meal Breaks:</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------</td>
<td>--------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Gardeners/ Grounds (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Friday</td>
<td>6am to 5pm</td>
<td>At least one week’s notice from the University.</td>
<td>Full-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td></td>
</tr>
<tr>
<td>Cleaners (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Friday</td>
<td>6am to 6pm</td>
<td>At least one week’s notice from the University.</td>
<td>Full-time staff including fixed-term staff may work a maximum of 8 hours per day.</td>
<td></td>
</tr>
<tr>
<td>Examination supervisors (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Saturday</td>
<td>7am to 9pm</td>
<td>At least one week’s notice from the University.</td>
<td>8 hrs per day</td>
<td></td>
</tr>
<tr>
<td>Graduation attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>10am to 10pm</td>
<td>At least one week’s notice from the University.</td>
<td>12 hrs per day</td>
<td></td>
</tr>
<tr>
<td>Open day /Expo Uni display attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>6am to 10pm</td>
<td>At least one week’s notice from the University.</td>
<td>12 hrs per day</td>
<td></td>
</tr>
</tbody>
</table>

- **Gardeners/ Grounds (Excluding Staff At Or Above HEW Level 8)**: Full-time staff including fixed-term staff may work a maximum of 7 hours 15 minutes per day. Part-time staff including fixed-term staff may work a maximum of 8 hours per day.

- **Cleaners (Excluding Staff At Or Above HEW Level 8)**: 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 (Excluding Staff At Or Above HEW Level 8)**: Full-time and part-time staff including fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).

- **Graduation attendants (Excluding Staff At Or Above HEW Level 8)**: 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 (Excluding Staff At Or Above HEW Level 8)**: Full-time and part-time staff including fixed-term staff may work 36 hours 15 minutes per week (72 hours 30 minutes per fortnight).
<table>
<thead>
<tr>
<th>Role and Position</th>
<th>Availability</th>
<th>Shift Times</th>
<th>Notice Requirement</th>
<th>Standard Hours excluding meal breaks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>UniSafe Escorts (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>Noon to 11pm</td>
<td>At least one week’s notice from the University.</td>
<td>8 hrs per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Standard hours excluding meal breaks: 72 ½ hours per fortnight</td>
</tr>
<tr>
<td>Animal and crop attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>5am to 10pm</td>
<td>At least one week’s notice from the University.</td>
<td>8 hrs per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Standard hours excluding meal breaks: 72 ½ hours per fortnight</td>
</tr>
<tr>
<td>Student vacation program (Excluding Staff At Or Above HEW Level 8) attendants</td>
<td>Monday to Sunday</td>
<td>Open span</td>
<td>At least one week’s notice from the University.</td>
<td>12 hrs per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Standard hours excluding meal breaks: 72 ½ hours per fortnight</td>
</tr>
<tr>
<td>UQ Centre hospitality and function attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>Open span</td>
<td>At least one week’s notice from the University.</td>
<td>12 hrs per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Standard hours excluding meal breaks: 72 ½ hours per fortnight</td>
</tr>
<tr>
<td>Field Work (Excluding Staff At Or Above HEW Level 8)</td>
<td>Monday to Sunday</td>
<td>Open span</td>
<td>At least one week’s notice from the University.</td>
<td>12 hrs per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Standard hours excluding meal breaks: 145 hrs per 4 week cycle</td>
</tr>
</tbody>
</table>

(e) All employees are entitled to rest pauses in accordance with University policies 5.55.03 General Staff Working Arrangement – Flext ime and Voluntary Banked Time and 5.55.05 Hours of Work/Ordinary Hours.
71.2 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.

71.3 **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, an employee 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 University policies 5.55.03 General Staff Working Arrangement – Flextime and Voluntary Banked Time and 5.55.05 Hours of Work/Ordinary Hours. Unless otherwise directed by their supervisor staff are required to take a lunch break of at least 30 minutes duration after five hours work.

(d) All employees are entitled to rest pauses in accordance with University policies 5.55.05 Hours of Work/Ordinary Hours.

(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.

<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Standard Spread of Days Worked for full-time and part-time including fixed-term staff</th>
<th>Standard Spread of Hours for full-time and part-time staff including fixed-term staff</th>
<th>Hours per Week or per Work Cycle for full-time and part-time staff including fixed-term staff</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>All HEW Level 8 and above staff</td>
<td>Monday to Sunday</td>
<td>Open span</td>
<td>36 hours 15 minutes per week (72 hours 30 minutes per fortnight).</td>
<td>Overtime payments (at time for time) or TOIL (at time for time) by agreement</td>
</tr>
</tbody>
</table>
### TABLE 2

**HOURS OF WORK – STANDARDS FOR OCCUPATIONAL CATEGORIES**

**FOR ALL CASUAL STAFF (HEW LEVEL 1 -10)**

<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Standard Spread of Days Worked for casual staff</th>
<th>Standard Spread of Hours for casual staff</th>
<th>Notice required from the University to change commencing and ceasing times</th>
<th>Maximum hours per Day and per week for all casual staff other than security staff working a rotating shift roster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>Monday to Friday</td>
<td>Open span</td>
<td>Reasonable notice from the University.</td>
<td>Standard hours excluding meal breaks: Maximum of 7 hrs 15 mins per day or the standard work day applicable in the work area. Maximum of 36 hrs 15 mins per week.</td>
</tr>
<tr>
<td>Trades &amp; Services</td>
<td>Monday to Friday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Technical &amp; Scientific</td>
<td>Monday to Friday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Professional Services</td>
<td>Monday to Friday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Library</td>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Information Technology</td>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Research</td>
<td>Sunday to Saturday over no more than five (5) consecutive days</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Marketing (Student Recruitment / Promotion)</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Gardeners/ Grounds</td>
<td>Monday to Friday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Cleaners</td>
<td>Monday to</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Standard Spread of Days Worked for casual staff</td>
<td>Standard Spread of Hours for casual staff</td>
<td>Notice required from the University to change commencing and ceasing times</td>
<td>Maximum hours per Day and per week for all casual staff other than security staff working a rotating shift roster</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------------------</td>
<td>----------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Examination supervisors</td>
<td>Monday to Saturday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Graduation attendants</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Open day /Expo Uni display attendants</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>UniSafe Escorts</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Animal and crop attendants</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Student vacation program attendants</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>UQ Centre hospitality and function attendants</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
<tr>
<td>Field Work</td>
<td>Monday to Sunday</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
</tr>
</tbody>
</table>

### 71.5 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 lieu of the standard hours of work where mutually agreed between the supervisor and the staff member. Flexible work arrangements are subject to operational requirements to 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 flexitime or voluntary banked time 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.
<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Nine (9) day fortnight.</th>
<th>Nineteen (19) day month.</th>
<th>Flexi-time</th>
<th>Voluntary Banked Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>All occupational categories listed in Table 1 other than Research staff (Excluding Staff At Or Above HEW Level 8)</td>
<td>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 8 hrs 30 mins.</td>
<td>Subject to operational requirements and agreement with the relevant supervisor staff may work 40 hrs 30 mins per week or 145 hrs per 4 weeks with maximum hours per day of 8 hrs 30 mins.</td>
<td>Subject to operational requirements and agreement with the relevant supervisor staff may work 40 hrs 30 mins per week or 145 hours per 4 weeks with a maximum hours per day of 9 hrs.</td>
<td>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 9 hrs.</td>
</tr>
<tr>
<td>Research (Excluding Staff At Or Above HEW Level 8)</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(c) 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.

71.6 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.
<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Changes to the Standard Spread of Hours Initiated by staff including weekend work</th>
<th>Changes to the Standard Spread of Hours Initiated by the University</th>
<th>Changes to the Maximum Hours Per Work Cycle</th>
<th>Changes to the Maximum Number of Hours Per Day (of up to 10 hours subject to the requirements of the National Employment Standards in the Fair Work Act)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All occupational categories listed in Table 1 (Excluding Staff At Or Above HEW Level 8 and casual staff)</td>
<td>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.</td>
<td>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</td>
<td>Changes may be initiated by one or more staff members or by a supervisor or head of an organisational unit</td>
<td>Changes may be initiated by one or more staff members or by a supervisor or head of an organisational unit</td>
</tr>
<tr>
<td><strong>Exclusions</strong></td>
<td>Not applicable</td>
<td>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.</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>Documentation of Change</strong></td>
<td>Such agreements shall be documented and forwarded to relevant Human Resources Consultant or Manager. The failure to document</td>
<td>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 Professional staff</td>
<td>Such agreements shall be documented and forwarded to relevant Human Resources Consultant or Manager. The failure to document such</td>
<td>Such agreements shall be documented and forwarded to relevant Human Resources Consultant or Manager. The failure to document such arrangements shall</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Changes to the Standard Spread of Hours Initiated by staff including weekend work</td>
<td>Changes to the Standard Spread of Hours Initiated by the University</td>
<td>Changes to the Maximum Hours Per Work Cycle</td>
<td>Changes to the Maximum Number of Hours Per Day (of up to 10 hours subject to the requirements of the National Employment Standards in the Fair Work Act)</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>All occupational categories listed in Table 1 (Excluding Staff At Or Above HEW Level 8 and casual staff)</td>
<td>such arrangements shall not render any time worked outside the spread of hours as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates.</td>
<td>Consultative committee will be informed of any such arrangements.</td>
<td>arrangements shall not render any time worked outside maximum hours per work cycle as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates.</td>
<td>such arrangements shall not render any time worked outside the maximum number per day as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates.</td>
</tr>
<tr>
<td>Payment of additional Penalty Rates</td>
<td>Not applicable</td>
<td>(a) A penalty rate of 20% will apply to all ordinary hours worked outside the standard spread of hours.</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Weekend penalty rates for ordinary time shall be in accordance with clause 71.7 – Table 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(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</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
71.7 TABLE 5: PENALTY AND OVERTIME PROVISIONS (EXCLUDING EMPLOYEES AT HEW LEVEL 8 AND ABOVE)

(a) An employee 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) All work required to be performed in excess of ordinary working hours, or outside of commencing and ceasing times fixed pursuant to clause 71.1 on any one day or in any one week will be deemed to be overtime.

(d) A casual employee 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 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 employee shall only receive the greater of overtime rates set out in clause 71.7 or the casual loading but not both.

(e) The University may approve an employee’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 employee will be allowed to accumulate more than five 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 University policy 5.55.4 Overtime for General Staff.

(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 hours work, provided that general assistant (trades), skilled trades assistant, or basic or advanced tradespersons engaged in the building trades will be entitled to a minimum payment of four hours work.
<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Penalty</th>
<th>Overtime</th>
<th>Penalty</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All ordinary hours of work after 6pm Monday to Friday.</td>
<td>Where the staff members ordinary working hours are between midnight Friday and midnight Sunday</td>
<td>Monday to Saturday</td>
<td>Sunday</td>
</tr>
<tr>
<td>Administration (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Trades &amp; Services (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first two hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Technical &amp; Scientific (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Professional Services (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Library (Excluding Staff At Or Above)</td>
<td>Full-time and part-time staff</td>
<td>All ordinary working</td>
<td>Time and a half for the first three hours</td>
<td>Double time</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Penalty</td>
<td>Overtime</td>
<td>Penalty</td>
<td>Overtime</td>
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<tr>
<td></td>
<td>All ordinary hours of work after 6pm Monday to Friday.</td>
<td>Where the staff members ordinary working hours are between midnight Friday and midnight Sunday</td>
<td>Monday to Saturday</td>
<td>Sunday Working on a Public Holiday within normal span of hours (minimum four hour engagement)</td>
</tr>
<tr>
<td>HEW Level 8)</td>
<td>shall receive a loading of 20% for all ordinary hours of work after 6pm Monday to Friday.</td>
<td>hours paid at time and a half.</td>
<td>hours and double time thereafter</td>
<td></td>
</tr>
<tr>
<td>Information Technology (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Research (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Marketing (Student Recruitment / Promotion) (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Penalty</td>
<td>Overtime</td>
<td>Penalty</td>
<td>Overtime</td>
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<td>-----------------------</td>
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</tr>
<tr>
<td>All ordinary hours of work after 6pm Monday to Friday.</td>
<td>Where the staff members ordinary working hours are between midnight Friday and midnight Sunday</td>
<td>Monday to Saturday</td>
<td>Working on a Public Holiday within normal span of hours (minimum four hour engagement)</td>
<td>Overtime on a Public Holiday or working outside normal span of hours on a public holiday (no minimum engagement)</td>
</tr>
<tr>
<td>Security (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Gardeners/ Grounds (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Cleaners (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Examination supervisors (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Graduation attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double</td>
<td>Double time</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Penalty</td>
<td>Overtime</td>
<td>Penalty</td>
<td>Overtime</td>
</tr>
<tr>
<td>-----------------------</td>
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<td>----------</td>
</tr>
<tr>
<td>All ordinary hours of work after 6pm Monday to Friday.</td>
<td>time and a half.</td>
<td>time thereafter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where the staff members ordinary working hours are between midnight Friday and midnight Sunday</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday to Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunday</td>
<td>Working on a Public Holiday within normal span of hours (minimum four hour engagement)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime on a Public Holiday or working outside normal span of hours on a public holiday (no minimum engagement)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open day /Expo Uni display attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Double Time and a half</td>
</tr>
<tr>
<td>UniSafe Escorts (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Double Time and a half</td>
</tr>
<tr>
<td>Animal and crop attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Double Time and a half</td>
</tr>
<tr>
<td>Student vacation program (Excluding Staff At Or Above HEW Level 8) attendants</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Double Time and a half</td>
</tr>
<tr>
<td>OCCUPATIONAL CATEGORY</td>
<td>Penalty</td>
<td>Overtime</td>
<td>Penalty</td>
<td>Overtime</td>
</tr>
<tr>
<td>------------------------</td>
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</tr>
<tr>
<td>All ordinary hours of work after 6pm Monday to Friday.</td>
<td>Where the staff members ordinary working hours are between midnight Friday and midnight Sunday</td>
<td>Monday to Saturday</td>
<td>Sunday</td>
<td>Working on a Public Holiday within normal span of hours (minimum four hour engagement)</td>
</tr>
<tr>
<td>UQ Centre hospitality and function attendants (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Field Work (Excluding Staff At Or Above HEW Level 8)</td>
<td>Not applicable.</td>
<td>All ordinary working hours paid at time and a half.</td>
<td>Time and a half for the first three hours and double time thereafter</td>
<td>Double time</td>
</tr>
<tr>
<td>Any staff who work a roster which provides for more than one shift</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Double time</td>
<td>Double Time</td>
</tr>
</tbody>
</table>
### TABLE 6: ON CALL ALLOWANCES

<table>
<thead>
<tr>
<th>OCCUPATIONAL CATEGORY</th>
<th>Whole of rostered day off or public holiday</th>
<th>Night of rostered day off, accrued day off or public holiday</th>
<th>Any other night</th>
</tr>
</thead>
<tbody>
<tr>
<td>All occupational categories listed in Table 1</td>
<td>95% of the minimum hourly rate for a HEW level 5.1 staff member per day</td>
<td>60% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
<td>47.5% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
</tr>
<tr>
<td>Where a staff member is instructed to be available on call outside ordinary or rostered working hours</td>
<td>95% of the minimum hourly rate for a HEW level 5.1 staff member per day</td>
<td>60% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
<td>47.5% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
</tr>
<tr>
<td>Where a staff member is recalled or advice required</td>
<td>95% of the minimum hourly rate for a HEW level 5.1 staff member per day</td>
<td>60% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
<td>47.5% of the minimum hourly rate for a HEW level 5.1 staff member per night</td>
</tr>
</tbody>
</table>

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.

### 71.9 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 employee employed at or above 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) 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.

(e) RDO entitlement: For staff engaged on a 7 day continuous roster 13 RDOs per 5-week roster cycle or such other equivalent off-duty periods acceptable to the University and the staff member. This will include two weekends free of duty every five weeks.

(f) 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.
## TABLE 7

### HOURS OF WORK SHIFT WORKERS

<table>
<thead>
<tr>
<th>SHIFT TYPE</th>
<th>COMMENCEMENT AND CEASING OF SHIFT</th>
<th>HOURS OF WORK</th>
<th>SPREAD OF HOURS OVER DAYS</th>
<th>SHIFT ALLOWANCE – ALL STAFF (Other than Security Staff)</th>
<th>SHIFT ALLOWANCE – SECURITY STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td>Shift worked between 7am and 5pm.</td>
<td>36 ⅝ hour week or maximum 181 ⅞ hours over five weeks</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>No allowance</td>
<td>See clause 71.11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 ¼ hours per day, maximum 8 hours 5 mins per day or up to twelve hours by agreement</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>No allowance</td>
<td>See clause 71.11</td>
</tr>
<tr>
<td>Afternoon shift</td>
<td>Shift commencing at or after midday and finishing at or before midnight</td>
<td>36 ⅝ hour week or maximum 181 ⅞ hours over five weeks</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>15% for each shift worked (except for weekend shift work)</td>
<td>See clause 71.11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 ¼ hours per day, maximum 8 hours 5 mins per day or up to twelve hours by agreement</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>15% for each shift worked (except for weekend shift work)</td>
<td>See clause 71.11</td>
</tr>
<tr>
<td>Night shift</td>
<td>Shift extending beyond midnight</td>
<td>36 ⅝ hour week or maximum 181 ⅞ hours over five weeks</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>15% for each shift worked (except for weekend shift work)</td>
<td>See clause 71.11</td>
</tr>
</tbody>
</table>

All time worked between midnight Friday and midnight during an ordinary shift will be paid a weekend shift allowance of.
<table>
<thead>
<tr>
<th>SHIFT TYPE</th>
<th>COMMENCEMENT AND CEASING OF SHIFT</th>
<th>HOURS OF WORK</th>
<th>SPREAD OF HOURS OVER DAYS</th>
<th>SHIFT ALLOWANCE – ALL STAFF (Other than Security Staff)</th>
<th>SHIFT ALLOWANCE – SECURITY STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>7¼ hours per day, maximum 8 hours 5 mins per day or up to twelve hours by agreement</td>
<td>Up to 35 days over five weeks (253.75 hours)</td>
<td>15% for each shift worked (except for weekend shift work)</td>
<td>See clause 71.11</td>
</tr>
</tbody>
</table>

### 71.11 Shift Allowances – Security

(a) Staff who work the 5-week, 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 71.11(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 5-week, 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 year, will be paid at ordinary rates.

### 71.12 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 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 management and the staff affected by the change. Shift rosters shall be designed having regard to:

(i) the University’s need for operational efficiency and effectiveness;

(ii) workplace health and safety requirements;
(iii) family responsibilities.

(c) Except in the case of an emergency over which the University has no control, consultation shall take place between University management and affected staff when a changed shift roster is proposed. Not less than fourteen days shall be allowed for such consultation, having regard to factors in clause 71.12(b).

(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 hours’ break between rosters unless otherwise provided.

71.13 Consecutive shifts

Except where overtime is worked, a shift worker who rotates from one 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 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 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

71.14 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.

72. ANNUAL REVIEW

72.1 This clause is designed to provide a mechanism to assess the performance of professional staff. The main objectives of the professional staff supervision are to:

72.2 Implement developmental/growth opportunities for professional staff; and provide assistance to any professional staff member whose performance is assessed as requiring improvement.

72.3 The Recognition and Development Program is the primary mechanism for identifying staff training and development needs and for ensuring that staff attend the specific programs/activities identified at the annual review. An indicative list of the staff development activities is provided in the Guidelines for the “Recognition and Development Program”.
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.

(c) Performance Appraisal is a key factor in achieving these goals.

(d) Each continuing staff member and fixed-term staff members with an appointment greater than 1 year will undergo an annual appraisal of performance in a meeting with a supervisor who will act as the appraising officer. The Supervisor may be the Head of the Organisational Unit or another staff member designated by the Head for this purpose.

Incremental Progression

(a) At the conclusion of each twelve 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 level, subject to clause 72.5(b).

(b) An employee who has, during the period, been absent in excess of three months in aggregate, shall have the increment date and any resultant increase delayed by the period of absence.

Outstanding Performance

(a) Where the staff member’s performance is assessed as outstanding, the supervisor will clearly indicate this at the annual review. Resulting from this evaluation, an appropriate reward will be recommended. This may include, but not be limited to, a double increment. For staff already at the top of the salary scale, a further increase up to 90% of the difference between the top of the scale and the bottom of the next scale. An employee’s evaluation of Outstanding Performance will be reviewed as part of the annual review.

(b) Outstanding staff are also eligible for an annual once-off bonus in accordance with the relevant University policy.

Diminished Performance

Where a supervisor assesses that a staff member’s performance is not achieving the expectations of the position, the supervisor will act in accordance with the relevant University policy. In particular, the supervisor must assist the staff member to remedy their performance using guidance, performance counselling and provision of appropriate support and staff development. Changes to work allocation may also be considered if appropriate. Where a supervisor has not completed relevant supervisor training in relation to performance management, they must involve the Human Resources Division before initiating this procedure.

Withholding An Increment
If the supervisor assesses that a staff member's performance has been unacceptable, then he/she will warn the staff member about his/her performance, in accordance with the procedures for the management of unsatisfactory performance. A recommendation to withhold an increment will be made in accordance with procedures for the management of unsatisfactory performance set out in this Agreement.

73. PROFESSIONAL STAFF WORKLOADS

(a) 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.

(b) 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 annual review and future work plan need to consider individual workloads.

(c) The impact of workload on staff in relation to the replacement of staff, ad hoc vacancies and leave arrangements is required to be appropriately managed by supervisors and managers on a case-by-case basis and as part of the organisational area’s annual work plan.

(d) Guidelines for the management of professional staff workloads will be developed by a working party which will include staff and union representatives. The working party will convene within three months of the date of approval of this agreement.

(e) 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. Should the matter not be resolved by the end of Step 2 of the Staff Grievance Resolution Procedure or later, the staff member may choose to move to the Dispute Settlement procedure under this Agreement. Any steps taken initially under the Staff Grievance Resolution Procedure will constitute steps taken under the Dispute Settlement procedure.

CHAPTER IV: TESOL LANGUAGE TEACHERS ENGAGED IN ICETE-UQ

The provisions of this Chapter are intended only to apply to Language Teachers in the Institute of Continuing and TESOL Education (ICTE-UQ).
74. DEFINITIONS

74.1 “Casual Language Teacher” means a Language Teacher engaged and paid on an hourly basis to carry out any of the functions involved in TESOL activities in the ICETE.

74.2 “Contact Hour for Continuing; Fixed-Term and Casual Language Teachers” Contact Hours for continuing and fixed-term Language Teachers shall mean hours of work in which a Language Teacher is engaged in face to face teaching of students in scheduled classes. Contact hours shall include a professional or site visit activity but not a cultural or tourist activity. Each hour of involvement in cultural / tourist activities shall be treated as 30 minutes of contact time for the purposes of determining annual contact hours.

74.3 “A cultural or tourist activity” is a scheduled component of a TESOL program which does not require compulsory tasks to be completed by the participants / students. Each hour of involvement in cultural / tourist activities shall be treated as 30 minutes of contact time for the purposes of determining annual contact hours, and paid at non-contact rates for Casual Language Teachers.

74.4 “Fractional Language Teacher” means a Language Teacher engaged for a specified fraction not less than 50% of the total weekly hours worked by a full-time Language Teacher unless otherwise agreed by the Director of ICTE-UQ. A Fractional Language Teacher shall carry out any or all of the duties of a Language Teacher to the appropriate fraction and shall be entitled to the appropriate fraction of salary and other benefits prescribed by this agreement.

74.5 “Fixed-Term Language Teacher” means a Language Teacher engaged by ICTE-UQ on a full-time or fractional basis for a specified term or ascertainable period.

74.6 “Full-time Language Teacher” means a Language Teacher who is engaged for 36.25 hours per week.

74.7 “Language Teacher” shall mean a qualified staff member engaged to conduct, teach, prepare and assess language classes and to perform any or all of the following teaching related duties as may be required: consulting with students outside class times; participating in the development of teaching materials; conducting computer laboratory and/or language laboratory classes; marking and assessing assignments and examinations; and participating in student activities.

74.8 “Non-contact hours for continuing; fixed-term and Casual Language Teachers” shall mean hours of work in which a Language Teacher is not engaged in face to face teaching of students in scheduled classes but includes student activities, supervision of students, program preparation, lesson preparation and associated materials development, homework / assignment / test marking, placement interviews, written feedback on student progress, student consultation, convening (subject to clause 13) and administration.

74.9 “Professional or site visit activity” is one that is a scheduled component of a TESOL program which requires compulsory tasks to be completed by the participants / students which are to be followed up in the classroom.

75. MODE OF EMPLOYMENT AND RELATED MATTERS

75.1 Modes of Employment and Related Matters are dealt with in clause 17 of this Agreement.
75.2 Language Teachers may be engaged on a continuing, fixed-term or casual basis.

75.3 Language Teachers employed on a continuing or fixed-term basis may be engaged on a full-time or fractional mode.

75.4 Casual Language Teachers are paid on an hourly basis to carry out any of the functions involved in TESOL operations of the ICTE-UQ. The hourly rate includes a loading in lieu of leave entitlements for which casual Language Teachers are not eligible. The loading will be 25% with effect from 1 January 2010.

75.5 Not less than 50% of the effective full-time TESOL Language Teachers shall be employed on a continuing basis.

76. CONVERSION TO FRACTIONAL APPOINTMENT

76.1 Full-time 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 staff profile.

76.2 By mutual agreement with ICTE-UQ, a Language Teacher may reduce or increase his or her hours of work through a job share arrangement. Where a Language Teacher wishes to enter such an arrangement, two months written notice must be given to ICTE-UQ and the remaining portion of the position must be able to be filled by another existing Language Teacher who also wishes to job share, or through the University's recruitment and selection processes. In notifying ICTE-UQ 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 benefits shall be paid on a pro rata basis to Language Teachers according to the contracted hours.

77. SALARY RATES

77.1 Salaries for continuing, fixed-term, and casual Language Teachers over the life of this agreement are included in Schedule 4.

78. SALARY SCALE FOR CASUAL LANGUAGE TEACHERS

78.1 Contact rates for casual Language Teachers as set out in Schedule 4 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 ICTE-UQ 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 ICTE-UQ 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.
78.2 For the purposes of this clause, the calculation of number of hours teaching experience shall exclude unpaid leave.

78.3 The hourly non-contact rates for casual Language Teachers shall be set at 52.63% of the relevant hourly contact rate.

78.4 The rate of pay for contact hours includes face to face teaching in scheduled classes and associated lesson preparation, homework / assignment / test marking, written feedback on student progress and student consultation relating to class contact. A professional or site visit activity shall be remunerated at the contact rate.

78.5 The rate of pay for non-contact hours includes scheduled student activities with student groups and duties assigned by the relevant Director of Studies or the Assistant Director of Studies (including materials development, program preparation, placement interviews, student consultation duties, additional marking, administrative duties, cultural or tourist activity), and attendance at staff meetings and ICTE – UQ Professional Development workshops.

78.6 The minimum payment for casual Language Teachers engaged only on a student activity on any given day shall be 2 hours. A student activity will otherwise be remunerated for actual time worked.

78.7 There will be no multiple starts on any one work day unless by agreement with the supervisor and the Language Teacher.

79. HIGHER DUTIES

79.1 A Language Teacher required to perform the duties of a higher classification for a minimum period of one week shall be paid the rate which would apply if such duties were carried out on a permanent basis.

80. HOURS OF WORK AND OVERTIME

80.1 Continuing and Full-time Language Teachers shall not be required to undertake more than 750 contact hours per annum.

80.2 Language Teachers shall not be required to perform in excess of 20 contact hours per week.

80.3 No Language Teacher shall be required to undertake contact hours for more than 40 weeks per annum unless by mutual agreement with the relevant Director of Studies.

80.4 Casual Language Teachers may perform up to a maximum of 25 contact hours per week by mutual agreement. Casual Language Teachers shall normally be employed for a minimum of ten contact hours per week with a minimum engagement of 1.5 hours.

80.5 Language Teachers shall not be required to undertake more than 5.5 contact hours in any one day.

80.6 Language Teachers shall not work for more than 5 hours continuously without a meal break.

80.7 Subject to Clause 80.8 the ordinary hours of full-time and fractional Language Teachers shall be worked Monday to Friday between 8.00 am and 6.00 pm.
80.8 Notwithstanding Clause 80.7, on a voluntary basis and with the agreement of the relevant Director of Studies, the spread of ordinary hours may be extended to 9.00 pm on weekdays and 9.00 am to 5.00 pm on Saturday.

80.9 All overtime undertaken at the direction of the relevant 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

80.10 Language Teachers shall be paid the standard University meal allowance if directed to undertake duties after 6.00 pm on weekdays or for more than five hours on Saturdays, Sundays or public holidays.

81. WORKLOADS

81.1 The workload allocation for individual Language Teachers will be discussed with their Supervisor as part of the annual Staff Development and Recognition Program. The Supervisor is required to ensure that Language Teachers are consulted and that workloads are allocated and distributed equitably among Language Teachers in the area, taking into account working hours and maximum load. Language Teachers may raise questions about the allocation of their workload with their Supervisor at any time. Where one or more Language Teachers in a work area believe that the overall workload in that area is excessive, they may make a case to the relevant Director of Studies for a review. Language Teachers are entitled to be represented by their union.

81.2 The TESOL Consultative Committee will monitor and review the application of the workloads provisions of this clause over the life of the Agreement.

82. PROGRAM PREPARATION FOR CASUAL LANGUAGE TEACHERS

82.1 Programs may require preparation / development work from time to time, as determined by the Director of Studies in consultation with the relevant Convenor and/or other appropriate Language Teachers. Program preparation time will be allocated as follows:

(a) Writing a program for a new course segment – up to 20 hours for casual Language Teachers paid at the non-contact rate.
(b) Substantial amendment to an existing program – up to 10 hours paid for casual Language Teachers at the non-contact rate.
(c) Minor adjustments to an existing program – up to 5 hours paid for casual Language Teachers at the non-contact hourly rate.
(d) Where further work is required additional hours can be allocated by the Director of Studies on a pro-rata basis.

82.2 Every effort will be made to rotate opportunities as much as possible amongst interested casual, fixed-term and continuing Language Teachers.

83. CLASS SIZE
83.1 The ratio of Language Teachers to students in student visa classes shall average one to fifteen, with a maximum, as specified by NEAS accreditation requirements.

83.2 The ratio of Language Teachers to students in non-NEAS accredited course classes can be exceeded only by mutual agreement between the relevant Language Teacher with the relevant Director of Studies.

84. STAFF RECOGNITION AND DEVELOPMENT PROGRAM

84.1 Each continuing and fixed-term Language Teacher will undergo a staff recognition and development program annually. The purpose of the program will be for each Language Teacher to:

(a) Identify specific development needs;
(b) Enable collaborative professional planning;
(c) Recognise performance; and
(d) Address any workloads issues.

85. RESEARCH and MATERIALS DEVELOPMENT

85.1 Language Teachers on continuing appointments shall be under no obligation to carry out research unless otherwise indicated in their contracts. Language Teachers on continuing appointments shall be entitled to apply for up to five weeks after each two years of equivalent full-time employment free from teaching and teaching-related duties in which to undertake a program of research or materials development approved by the Director.

86. VOLUNTARY LEVEL / COURSE CONVENORS

86.1 The parties agree that the role of Voluntary Level / Course Convenors based on operational needs as determined by the Director, ICTE-UQ will be available to Continuing / Fixed-Term and Casual Teachers on a voluntary basis and will be remunerated in accordance with Schedule 4 - Position of Responsibility Allowances.

87. NON-SPECIFIC DUTIES DAYS

87.1 Continuing and Fixed-Term Language Teachers are entitled to take up to twelve non-specific duties days per annum on non-teaching days with the agreement of the relevant Director of Studies. The nature and location of activities undertaken on these days will be mutually agreed between the Language Teacher and the relevant Director of Studies.

88. CONFERENCE LEAVE

88.1 Continuing and Fixed-Term Language Teachers shall be eligible to apply for Non-Specific Duties days (NSDs) and financial support for local, national and international conference participation. 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.

88.2 Casual Language Teachers shall be eligible to apply for partial financial support for local, national and international conference participation. 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.
89. STUDY AND EXAMINATION LEAVE FOR TESOL TEACHERS

89.1 Continuing 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 time subject to the ICTE’s convenience under the following conditions.

89.2 Wherever possible, a Language Teacher is required to attend lectures, tutorials or laboratories outside working hours. However, where this is not possible, leave of up to a maximum of four hours per week during semester class periods will be granted without the Language Teacher being required to make up this time.

89.3 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 hours per week during semester class periods. Such leave shall be calculated on the basis of one half hour for each compulsory lecture, tutorial and/or laboratory.

89.4 Study time for repeat subjects shall only be granted when a Language Teacher has not previously been granted study time for those subjects.

89.5 Language Teachers taking courses of study for which they receive study leave shall also be granted leave to attend examinations which occur during work hours and further may be granted leave for half a day for the purpose of preparing for each of such examinations.

89.6 In special circumstances, Language Teachers on fixed-term appointments may be granted study and exam leave as outlined above.

90. GRIEVANCE PROCEDURE FOR TESOL LANGUAGE TEACHERS

90.1 Where a dispute arises at the workplace the Language Teacher concerned shall forthwith advise the immediate supervisor: provided that where a Language Teacher claims to have been aggrieved by the immediate supervisor that the Language Teacher shall also inform that supervisor’s immediate supervisor.

90.2 If the dispute cannot be resolved at that level the Language Teacher may inform the appropriate senior officer in the ICTE, who shall inform Human Resources Division of:
   (a) the nature of the grievance, and
   (b) any action taken.

90.3 If required by the Language Teacher the ICTE senior officer or Human Resources Division shall:
   (a) arrange a meeting between the senior officer, the Language Teacher, the relevant supervisor and an officer from Human Resources Division; and
   (b) inform the Language Teacher that, if so required, s/he may be supported at that meeting by a representative of the NTEU.

90.4 If the dispute is not resolved at that meeting, the matter may be formally submitted in writing to the University by the Language Teacher or his/her NTEU representative and it shall be discussed by representatives of the University and the Language Teacher concerned or the NTEU.
90.5 If resolution has not been reached within one week (or longer period as the parties may agree upon) of receipt of the written notification, the matter may be referred to Fair Work Australia.

90.6 Unless otherwise directed by the University, or except where a bona fide safety issue is involved, a Language Teacher involved in this process shall continue to perform normal duties until such time as the dispute is resolved.

90.7 The provisions of this clause shall not preclude a Language Teacher from discussing any grievance with an NTEU representative as s/he deems fit.
Signatories to
The University of Queensland Enterprise Agreement 2010 - 2013

SIGNED FOR AND ON BEHALF OF

The University of Queensland

) Signature ________________

Title _____________________

Printed Name _______________

In the presence of:

Signature __________________

Printed Name _______________
Signatories to

The University of Queensland Enterprise Agreement 2010 - 2013

SIGNED FOR AND ON BEHALF OF

National Tertiary Education

Industry Union

Signature

Title

Printed Name

In the presence of:

Signature

Printed Name
Signatories to

The University of Queensland Enterprise Agreement 2010 - 2013

SIGNED FOR AND ON BEHALF OF

The Liquor, Hospitality and Miscellaneous Union

Signature __________________
Title __________________
Printed Name __________________

In the presence of:
Signature __________________
Printed Name __________________
Signatories to
The University of Queensland Enterprise Agreement 2010 - 2013

SIGNED FOR AND ON BEHALF OF

The Australian, Municipal, Administrative, Clerical

and Services Union

Signature __________________
Title __________________
Printed Name __________________

In the presence of:
Signature __________________
Printed Name __________________
Signatories to
The University of Queensland Enterprise Agreement 2010 - 2013

SIGNED FOR AND ON BEHALF OF

The Queensland Public Sector Union

Signature __________________________

Title __________________________

Printed Name __________________________

In the presence of:

Signature __________________________

Printed Name __________________________
SCHEDULE A – POLICIES

Reference to ‘General Staff’ means Professional Staff

1.20  Roles of Principal and Senior Officers
1.20.6  Professors

1.40  Quality Assurance Mechanisms
1.40.2  Review of Schools and Academic Disciplines
1.40.3  Review of Academic and Administrative Service Units
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1.50  Ethical Conduct in the Workplace
1.50.2  Outside Work and Business Interests for University Staff

1.70  Equity
1.70.1  Equity and Diversity
1.70.2  Management of Sexual Harassment Grievances
1.70.3  Racism
1.70.4  Family Support for Work and Study
1.70.5  Children on Campus
1.70.6  Discrimination and Harassment
1.70.8  University Disability Policy

2.10  Workplace Health and Safety
2.10.2  Insurance Coverage of Staff Travelling Overseas on University Business
2.10.3  Occupational Health and Safety
2.25.1  Workers’ Compensation Policy

2.30  Safe Working Environment
2.30.1  Asbestos Management Policy
2.30.10  First Aid policy
2.30.12  Threats to Personal Safety at Work
2.30.13  Working Safely with Carcinogens
2.30.14  Occupational Health and Safety in the Laboratory (Undergraduate Students)
2.30.16  Occupational Health and Safety in the Laboratory (Post-Graduate Students)
2.30.17  Alcohol, Tobacco Smoking and other Drugs Policy
2.30.18  Manual Handling of Furniture and Equipment
2.30.2  Electrical Safety
2.30.3  Flammable and Combustible Liquids – Storage and Handling
2.30.4  Management of Work in Confined Spaces
2.30.5  Minimum Standards of Dress and Personal Protective Equipment
2.30.6  Occupational Exposure to Sunlight
2.30.7  Manual Tasks Risk Assessment
2.30.8  Diving Safety
2.30.9  Fieldwork Safety Guideline

4.15  Intellectual Property
4.15.1  Intellectual Property Policy for Staff, Students and Visitors
5.10 Travel
5.10.1 Travel Policy
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5.20.14 Appointment of Industry Fellows

5.30 Pre-employment and Orientation
5.30.1 Recruitment and Selection Policy
5.30.2 Approval of Staff Appointments
5.30.3 Staff Induction
5.30.4 Employment of Relatives and other Close Associates
5.30.5 Job Sharing
5.30.7 Selection and Appointment - Internal Appointments
5.30.9 Procedures Relating to the University Panel of Temporary Administrative Staff
5.30.12 Identification Cards for University Staff and Associates
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5.30.16 Pre-placement Medical Assessments
5.30.17 Equal Employment and Anti-Discrimination
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5.40.2 University Committee of Review - Appointments and Classifications
5.40.3 Evaluation and Classification of Positions

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5.41.2 Tutorial Fellows and Tutorial Assistants
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5.41.8 Casual Academic Staff Remuneration
5.41.10 Casual Academic Staff Policy
5.41.11 Academic Freedom
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5.42.1 Research Academic and Research General Staff
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5.50.16 Allowances for General Staff

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5.55.4 Overtime for General Staff
5.55.5 Hours of Work/Ordinary Hours

5.60 Leave
5.60.3 Personal/Carer’s Leave
5.60.5 Academic Staff Absences during Semester
5.60.6 Leave Without Pay
5.60.7 Long Service Leave
5.60.8 Special Leave
5.60.9 Parental Leave
5.60.10 Recreation Leave
5.60.13 Compassionate Leave
5.60.14 Community Service Leave
5.60.15 Conference Leave
5.60.16 Defence Forces Leave
5.60.18 Extended Leave with Pay for General Staff
5.60.20 Leave to Attend Court
5.60.21 Christmas/New Year University Leave
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5.80.17 Preparation of General Staff Managers
5.80.18 Professional Development Support for Staff with Carer Responsibilities

5.90 Cessation of Appointment
5.90.1 Resignation
5.90.2 Retirement Age
5.90.3 Termination of Employment
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<td>$55,931.91</td>
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* 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.

<table>
<thead>
<tr>
<th>Rate Per Annum Classification</th>
<th>Scale 1-Jan-09</th>
<th>Scale 1-Jan-10</th>
<th>Scale 1-Jul-10</th>
<th>Scale 1-Jan-11</th>
<th>Scale 1-Jan-12</th>
<th>Scale 1-Jan-13</th>
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### Rate Per Annum

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<th>1-Jan-11</th>
<th>1-Jan-12</th>
<th>1-Jan-13</th>
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| Tutorial Assistant              | 0101  | $ 10,792.16 | $ 11,008.00 | $ 11,228.16 | $ 11,677.29 | $ 12,144.38 | $ 12,447.99 |
| (Less than Honours)             |       |            |            |            |            |            |            |

### ACADEMIC STAFF SALARIES – LOADINGS

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<th>1-Jan-11</th>
<th>1-Jan-12</th>
<th>1-Jan-13</th>
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<td>$ 12,646.61</td>
<td>$ 13,152.47</td>
<td>$ 13,481.28</td>
</tr>
</tbody>
</table>
Formulæ for casual staff pay rates

The rates of payment for casual staff are derived from three base rates calculated using the following formulæ:

(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 1 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:

**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.

1 hour of delivery and 2 hours of associated working time.

**Developed Lecture:**

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

1 hour of delivery and 3 hours of associated working time.

**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.

1 hour of delivery and 4 hours of associated working time.

**Repeat Lecture:** 1 hour of delivery and 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 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:

**Normal Tutorial:** 1 hour of delivery and 2 hours of associated working time.

**Repeat Tutorial:** 1 hour of delivery and 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 7 days and any student consultation and directly-associated and contemporaneous marking, as defined above.

**Normal Tutorial - PhD/Coordination:** 1 hour of delivery and 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.

**Repeat Tutorial - PhD/Coordination:** 1 hour of delivery and 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 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 noncontact 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:

**Music Accompanying - Normal:** 1 hour of delivery and 1 hour of associated working time.

**Music Accompanying - PhD Coordination:** 1 hour of delivery and 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:

**Normal Preparation Required**: 1 hour of delivery and 1 hour of associated working time.

**Little Preparation Required**: 1 hour of delivery and 0.5 hour of associated working time.

**Normal Preparation Required - PhD/Coordination**: 1 hour of delivery and 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.

**Little Preparation Required - PhD/Coordination**: 1 hour of delivery and 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:

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

**Standard Marking**

**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.

**(v) 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, repetiteurship, 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:

**Other Required Academic Activities**

(a) Base
(b) Base plus autonomous academic judgement or major responsibility for a course or tutorial sequence
(c) Base plus Subject coordination/PhD
## SCHEDULE 3 – PROFESSIONAL STAFF SALARIES

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

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<tr>
<th>Salary Level</th>
<th>Rate Per Annum</th>
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<th>1-Jul-10</th>
<th>1-Jan-11</th>
<th>1-Jan-12</th>
<th>1-Jan-13</th>
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# SCHEDULE 4 – TESOL LANGUAGE TEACHER STAFF SALARIES

## Salaries for Continuing and Fixed-Term Language Teachers

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<th>Salary Level</th>
<th>Rate Per Annum 1-Jan-09</th>
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<th>Rate Per Annum 1-Jul-10</th>
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<th>Rate Per Annum 1-Jan-12</th>
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## Pay Rates for Casual Language Teachers

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<th>Rate Per Hour 1-Jan-10</th>
<th>Rate Per Hour 1-Jul-10</th>
<th>Rate Per Hour 1-Jan-11</th>
<th>Rate Per Hour 1-Jan-12</th>
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<th>Non-Teaching Rate</th>
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<th>Rate Per Hour 1-Jul-10</th>
<th>Rate Per Hour 1-Jan-11</th>
<th>Rate Per Hour 1-Jan-12</th>
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<td>$34.15</td>
<td>$35.52</td>
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</table>

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.
Position of Responsibility Allowance

Annual Level / Course Convenor Allowances for Continuing and Fixed-Term Language Teachers

<table>
<thead>
<tr>
<th>Position of Responsibility Allowance</th>
<th>1-Jan-09</th>
<th>1-Jan-10</th>
<th>1-Jul-10</th>
<th>1-Jan-11</th>
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<td>$8,025.51</td>
<td>$8,226.15</td>
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</table>

Weekly rates are calculated by dividing annual rates by 45.

**Level 1:** Level Convenor for minimum of 2 classes or out of country single site with a minimum of two staff (including the convenor).

**Level 2:** Out of country, multiple sites or single site with a minimum of four staff (inclusive of the convenor), or Level Convenor for a minimum of five classes.

**Level 3:** Responsibilities across TESOL e.g. CALL, AV.

**Level / Course Convenor Allowances for Casual Language Teachers.**

In addition to the non-teaching rate for each hour of work assigned the following responsibility rate shall be paid:

- **Level 1:** 5% of the nonteaching hourly rate
- **Level 2:** 10% of the nonteaching hourly rate
- **Level 3:** 15% of the nonteaching hourly rate
SCHEDULE 5 – 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 employee may be required. Performance will be measured against objectives.

1.2 Qualifications - within the Australian qualifications framework

1.2.1 Year 12

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

1.2.2 Trade certificate

Completion of an apprenticeship, normally of four 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 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 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 years full-time post-Year 12 study.

1.2.9 Degree

A recognised degree from a higher education institution, often completed in three or four 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 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 Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

2.1.2 Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 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 employee’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 employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

3.7 Typical activities

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

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

4. HIGHER EDUCATION WORKER LEVEL 3

4.1 Training level or qualifications

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

(a) completion of a trades certificate or Certificate III; or

(b) completion of Year 12 or a Certificate II, with relevant work experience; or

(c) 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:

(a) assist a technical officer in operating a laboratory, including ordering supplies

(b) assist in setting up routine experiments

(c) monitor experiments for report to a technical officer

(d) assist with the preparation of specimens

(e) 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:

(a) completion of a diploma level qualification with relevant work related experience; or 

(b) completion of a Certificate IV with relevant work experience; or 

(c) completion of a post-trades certificate and extensive relevant experience and on the job training; or 

(d) completion of a Certificate III with extensive relevant work experience; or 

(e) 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:

(a) work on complex engineering or interconnected electrical circuits;
(b) exercise high precision trades skills using various materials and/or specialised techniques.

5.7.2 In technical positions:

(a) develop new equipment to criteria developed and specified by others;
(b) 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;
(c) demonstrate the use of equipment and prepare reports of a technical nature as directed.

5.7.3 In library technician positions:

(a) undertake copy cataloguing;
(b) use a range of bibliographic databases;
(c) undertake acquisitions;
(d) respond to reference inquiries.

5.7.4 In administrative positions:

(a) 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;
(b) plan and set up spreadsheets or data base applications;
(c) be responsible for providing a full range of secretarial services, e.g. in a faculty;
(d) provide advice to students on enrolment procedures and requirements;
(e) 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:

(a) completion of a degree without subsequent relevant work experience; or
(b) completion of an advanced diploma qualification and at least one year subsequent relevant work experience; or

(c) completion of a diploma qualification and at least two years subsequent relevant work experience; or

(d) completion of a Certificate IV and extensive relevant work experience; or

(e) completion of a post-trades certificate and extensive (typically more than two years) relevant experience as a technician; or

(f) 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:

(a) develop new equipment to general specifications;
(b) 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;

(c) under broad direction, set up, monitor and demonstrate standard experiments and equipment use;

(d) prepare reports of a technical nature.

6.7.2 In library technician positions, perform at a higher level than level 4, including:

(a) assist with reader education programs and more complex bibliographic and acquisition services;

(b) 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:

(a) 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:

(a) work as part of a research team in a support role;

(b) provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;

(c) 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) a degree with subsequent relevant experience; or

(b) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

(c) 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. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

7.5 **Organisational knowledge**

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

7.6 **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:

(a) manage a teaching or research laboratory or a field station;

(b) provide highly specialised technical services;

(c) set up complex experiments;

(d) design and construct complex or unusual equipment to general specifications;

(e) assist honours and postgraduate students with their laboratory requirements;

(f) install, repair, provide and demonstrate computer services in laboratories.

7.7.2 In administrative positions:

(a) provide financial, policy and planning advice;

(b) service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;

(c) monitor expenditure against budget in a school or small faculty.
7.7.3 In professional positions:

(a) work as part of a research team;

(b) provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;

(c) provide counselling services;

(d) undertake a range of computer programming tasks;

(e) provide documentation and assistance to computer users;

(f) 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) a degree with at least four years subsequent relevant experience; or

(b) extensive experience and management expertise in technical or administrative fields; or

(c) 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:

(a) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or

(b) extensive experience and management expertise; or

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

9.6 **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:

(a) postgraduate qualifications and extensive relevant experience; or

(b) extensive management experience and proven management expertise; or

(c) 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:

(a) proven expertise in the management of significant human and material resources; in addition to, in some areas;

(b) 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.
1. Definitions

1.1 "Enterprise Agreement" shall mean The University of Queensland Enterprise Agreement 2010.

2. Application

The Agreement shall be binding upon the following:

2.1 The University of Queensland (the employer);

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 or a combination of the following (the work cycle):

   (a) 6 consecutive working days (working 8 hours 15 minutes); followed by 1 fatigue day; followed by 7 consecutive working days (working 8 hours 15 minutes); followed by 7 days off;

   (b) 10 consecutive working days (working 7 hours 15 minutes) followed by 4 consecutive days off;

   (c) 9 consecutive working days (working 8 hours 3 minutes) followed by 5 consecutive days off;

   (d) 5 working days (working 7 hours 15 minutes) followed by 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 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 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 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 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 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 hours paid time will be allowed in respect of travel on each of those days.

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,
(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 7 - THE UNIVERSITY OF QUEENSLAND SECURITY SHIFT SUPERINTENDENTS SCHEDULE

1. Application

This Schedule shall be binding upon the following:

1.1 The University of Queensland (the employer)
1.2 The Liquor, Hospitality and Miscellaneous Union (LHMU)
1.3 All professional staff employed in the classification of Security Shift Superintendent from time to time at The University of Queensland.

2. Wages

Security Shift Superintendents shall receive the following rates of pay:

<table>
<thead>
<tr>
<th>Rate Per Annum</th>
<th>1-Jan-09</th>
<th>1-Jan-10</th>
<th>1-Jul-10</th>
<th>1-Jan-11</th>
<th>1-Jan-12</th>
<th>1-Jan-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SS0101</td>
<td>$59,673.61</td>
<td>$60,867.08</td>
<td>$62,084.42</td>
<td>$64,567.80</td>
<td>$67,150.51</td>
<td>$68,829.27</td>
</tr>
<tr>
<td>SS0102</td>
<td>$62,065.59</td>
<td>$63,306.90</td>
<td>$64,573.04</td>
<td>$67,155.96</td>
<td>$69,842.20</td>
<td>$71,588.26</td>
</tr>
<tr>
<td>SS0103</td>
<td>$64,445.54</td>
<td>$65,734.45</td>
<td>$67,049.14</td>
<td>$69,731.11</td>
<td>$72,520.35</td>
<td>$74,333.36</td>
</tr>
<tr>
<td>SS0104</td>
<td>$66,834.05</td>
<td>$68,170.73</td>
<td>$69,534.14</td>
<td>$72,315.51</td>
<td>$75,208.13</td>
<td>$77,088.33</td>
</tr>
</tbody>
</table>

3. Rates for Ordinary Hours

The rates of pay contained in 4 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 4 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 71.11 Shift Allowances of this Agreement shall not apply.
1. **Application**

   This Agreement shall be binding upon the following:

   1.1 The University of Queensland (the employer)
   1.2 The Liquor, Hospitality and Miscellaneous Union (LHMU)
   1.3 All hospitality staff employed at the Customs House from time to time.

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

   Except as specified in this schedule, all conditions of employment are governed by The University of Queensland Enterprise Agreement 2010.

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 64.1(c).

   3.3 A loading of 13%, which shall be inclusive of all weekend penalties and late work rates, shall be paid in addition to the base salary rate 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). Time worked in excess of ordinary hours or on public holidays shall be paid as specified in clause 4.3 below.

   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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of appropriate salary rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>40%</td>
</tr>
<tr>
<td>Second year</td>
<td>55%</td>
</tr>
<tr>
<td>Third year</td>
<td>75%</td>
</tr>
<tr>
<td>Fourth year</td>
<td>90%</td>
</tr>
</tbody>
</table>

   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 all continuing and fixed-term Hospitality Staff employed at Customs House will be in accordance with the following table:

<table>
<thead>
<tr>
<th>Max hrs/Cycle</th>
<th>Max Hrs/Day</th>
<th>Standard Spread – Days</th>
<th>Standard Spread - Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>38 hrs per week worked as:</td>
<td>Min 4 hrs per day Max 10 hrs per day or 12 hrs by written agreement.</td>
<td>Sunday to Saturday</td>
<td>Open Span</td>
</tr>
<tr>
<td>(a) 152 hrs/4 weeks; or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) 160 hrs/4 weeks plus paid day off banked per period; or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Combination of (a) and (b).</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2 Casual staff employed at Customs House will work a maximum of 38 hours per week or 10 hours per day. The standard spread of hours for casual staff is open span.

4.3 The overtime rates applicable for continuing and fixed-term Hospitality Staff employed at Customs House will be in accordance with the following table:

<table>
<thead>
<tr>
<th>Monday to Saturday</th>
<th>Sunday</th>
<th>Public Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time and a half for the first three hours and double time thereafter (minimum 2 hours payment on RDO)</td>
<td>Double time</td>
<td>Double time and a half</td>
</tr>
</tbody>
</table>

4.4 Casual staff employed at Customs House will be paid overtime for hours worked in excess of 10 hours per day or 12 hours by agreement. Casual staff will receive the greater of overtime rates set out in the above table or the casual loading but not both.

5. Review of Salary Loadings

5.1 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.
5.2 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.

6. Classifications

6.1 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 Brasserie 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.

6.2 For the purposes of this clause, “appropriate level of training” shall mean:

6.2.1 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;

6.2.2 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

6.2.3 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.

6.3 Classifications of hospitality staff will be as follows:

6.3.1 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
(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 an/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
(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
(vii) setting up on site for small parties

(d) Food & Beverage Attendant Grade 4 (Restaurant 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
(iii) supervision and training of Food & Beverage Attendants of a lower grade

(e) Food & Beverage Attendant Grade 5 (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

(f) Food & Beverage Attendant Grade 6 (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

(g) HEW Level 5 (Banquets 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
(iv) responsibility for the effective operation of Banquets 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
(iv) responsibility for effective management of the Food & Beverage operation of Customs House

6.3.2 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
(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
(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 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
(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
(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
(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
(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
(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 Sous Chef Senior, supervision of other cooks and kitchen staff including coordination in a single kitchen establishment
(v) delegated responsibility for the efficient operation and management of the food operation at Customs House in the absence of the Sous Chef Senior and the Head Chef

(k) HEW Level 7 (Sous Chef Senior) 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
(v) responsibility for the efficient operation and management of the food operation at Customs House in the absence of the Head Chef

(I) HEW Level 8 (Head 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) sole responsibility for other cooks and kitchen staff including coordination in a single kitchen establishment
(v) 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.

7. Rosters: Non-Casual Staff

7.1 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.

7.2 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.

7.3 Unless otherwise agreed, staff will receive at least 24 hours notice of any variations to this roster.

7.4 Under the salary loading system, rosters will be constructed to ensure fairness and equity and so that no staff member shall be disadvantaged.

7.5 Broken shifts – non-casual catering employees

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.

7.6 Staff members will be paid an allowance of $5.03 per day 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.
8. **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

<table>
<thead>
<tr>
<th>Position</th>
<th>Classification</th>
<th>1-Jan-09</th>
<th>1-Jan-10</th>
<th>1-Jul-10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Rate</td>
<td>Plus 13%*</td>
<td>Casual Base Rate</td>
</tr>
<tr>
<td>Head Chef</td>
<td>HEW Level 8</td>
<td>$39,792.69</td>
<td>$44,965.74</td>
<td>$25.09</td>
</tr>
<tr>
<td>Sous Chef Snr</td>
<td>HEW Level 6</td>
<td>$38,152.06</td>
<td>$43,111.83</td>
<td>$24.05</td>
</tr>
<tr>
<td>Sous Chef Jnr</td>
<td>HEW Level 5</td>
<td>$36,511.45</td>
<td>$41,257.94</td>
<td>$23.02</td>
</tr>
<tr>
<td>Chef de partie</td>
<td>Cook Grade 5</td>
<td>$32,394.94</td>
<td>$36,606.28</td>
<td>$20.42</td>
</tr>
<tr>
<td>Demi Chef</td>
<td>Cook Grade 4</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Commis Chef</td>
<td>Cook Grade 3</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Cook</td>
<td>Cook Grade 2</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Apprentice Yr 4</td>
<td>Apprentice Yr 4</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Apprentice Yr 3</td>
<td>Apprentice Yr 3</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Apprentice Yr 2</td>
<td>Apprentice Yr 2</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Apprentice Yr 1</td>
<td>Apprentice Yr 1</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Kitchenhand 3</td>
<td>Kitchen Attendant 3</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Kitchenhand 2</td>
<td>Kitchen Attendant 2</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
<tr>
<td>Kitchenhand 1</td>
<td>Kitchen Attendant 1</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$19.31</td>
</tr>
</tbody>
</table>

*13% loading incorporates weekend penalty and late work rates.
### Kitchen Stream (cont)

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Level</th>
<th>1-Jan-11 Base Rate</th>
<th>1-Jan-11 Plus 13%*</th>
<th>1-Jan-12 Base Rate</th>
<th>1-Jan-12 Plus 13%*</th>
<th>1-Jan-13 Base Rate</th>
<th>1-Jan-13 Plus 13%*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Chef</td>
<td>HEW Level 8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sous Chef Snr</td>
<td>HEW Level 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sous Chef Jnr</td>
<td>HEW Level 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chef de partie</td>
<td>Cook Grade 5</td>
<td>$43,056.32</td>
<td>$48,653.64</td>
<td>$27.14</td>
<td>$30.67</td>
<td>$44,778.57</td>
<td>$50,599.78</td>
</tr>
<tr>
<td>Demi Chef</td>
<td>Cook Grade 4</td>
<td>$41,281.14</td>
<td>$46,447.69</td>
<td>$26.02</td>
<td>$29.41</td>
<td>$42,932.39</td>
<td>$48,513.60</td>
</tr>
<tr>
<td>Commis Chef</td>
<td>Cook Grade 3</td>
<td>$39,505.97</td>
<td>$44,641.75</td>
<td>$24.91</td>
<td>$28.14</td>
<td>$41,086.21</td>
<td>$46,427.42</td>
</tr>
<tr>
<td>Cook</td>
<td>Cook Grade 2</td>
<td>$35,051.85</td>
<td>$39,608.59</td>
<td>$22.10</td>
<td>$24.97</td>
<td>$36,453.92</td>
<td>$41,192.93</td>
</tr>
<tr>
<td>Apprentice Yr 4</td>
<td>Apprentice Yr 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice Yr 3</td>
<td>Apprentice Yr 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice Yr 2</td>
<td>Apprentice Yr 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice Yr 1</td>
<td>Apprentice Yr 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchenhand 3</td>
<td>Kitchen Attendant 3</td>
<td>$35,051.85</td>
<td>$39,608.59</td>
<td>$22.10</td>
<td>$24.97</td>
<td>$36,453.92</td>
<td>$41,192.93</td>
</tr>
<tr>
<td>Kitchenhand 2</td>
<td>Kitchen Attendant 2</td>
<td>$33,147.58</td>
<td>$37,456.77</td>
<td>$20.90</td>
<td>$23.61</td>
<td>$34,473.48</td>
<td>$38,955.03</td>
</tr>
<tr>
<td>Kitchenhand 1</td>
<td>Kitchen Attendant 1</td>
<td>$32,437.51</td>
<td>$36,654.39</td>
<td>$20.45</td>
<td>$23.11</td>
<td>$33,735.01</td>
<td>$38,120.56</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Level</th>
<th>1-Jul-10</th>
<th>1-Jan-09</th>
<th>1-Jan-10</th>
<th>1-Jan-10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Rate</td>
<td>Plus 13%*</td>
<td>Casual Base Rate</td>
<td>Casual Plus 13%*</td>
</tr>
<tr>
<td>Banquets Manager and Food and Beverage Manager</td>
<td>HEW Level 5</td>
<td>$38,152.06</td>
<td>$43,111.83</td>
<td>$38,915.10</td>
<td>$43,974.06</td>
</tr>
<tr>
<td>Banquets Supervisor Snr</td>
<td>F &amp; B Grade 6</td>
<td>$36,511.45</td>
<td>$41,257.94</td>
<td>$37,241.68</td>
<td>$42,063.10</td>
</tr>
<tr>
<td>Banquets Supervisor Jnr</td>
<td>F &amp; B Grade 5</td>
<td>$34,035.59</td>
<td>$38,460.22</td>
<td>$34,716.30</td>
<td>$39,229.42</td>
</tr>
<tr>
<td>Restaurant Supervisor</td>
<td>F &amp; B Grade 3</td>
<td>$32,394.94</td>
<td>$36,606.28</td>
<td>$33,042.84</td>
<td>$37,384.71</td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td>F &amp; B Grade 2</td>
<td>$30,635.02</td>
<td>$34,617.57</td>
<td>$31,247.72</td>
<td>$35,309.92</td>
</tr>
<tr>
<td>Wait Staff</td>
<td>F &amp; B Grade 1</td>
<td>$29,978.76</td>
<td>$33,876.00</td>
<td>$30,578.34</td>
<td>$34,553.52</td>
</tr>
<tr>
<td>General Assistant</td>
<td>F &amp; B Introductory</td>
<td>$27,681.87</td>
<td>$31,280.51</td>
<td>$28,235.51</td>
<td>$31,906.13</td>
</tr>
</tbody>
</table>

Food and Beverage Stream (cont)
<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Level</th>
<th>1-Jan-11</th>
<th>1-Jan-12</th>
<th>1-Jan-13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Rate</td>
<td>Plus 13%*</td>
<td>Casual Base Rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$41,281.14</td>
<td>$46,647.69</td>
<td>$26.02</td>
</tr>
<tr>
<td>Banquets Manager and Food and Beverage Manager</td>
<td>HEW Level 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banquets Supervisor Snr</td>
<td>F &amp; B Grade 6</td>
<td>$39,505.97</td>
<td>$44,641.75</td>
<td>$24.91</td>
</tr>
<tr>
<td>Banquets Supervisor Jnr</td>
<td>F &amp; B Grade 5</td>
<td>$36,827.06</td>
<td>$41,614.58</td>
<td>$23.22</td>
</tr>
<tr>
<td>Restaurant Supervisor</td>
<td>F &amp; B Grade 4</td>
<td>$35,051.85</td>
<td>$39,608.59</td>
<td>$22.10</td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td>F &amp; B Grade 3</td>
<td>$33,147.58</td>
<td>$37,456.77</td>
<td>$20.90</td>
</tr>
<tr>
<td>Wait Staff</td>
<td>F &amp; B Grade 2</td>
<td>$29,952.23</td>
<td>$33,846.02</td>
<td>$18.88</td>
</tr>
</tbody>
</table>

*13% loading incorporates weekend penalty and late work rates.
# SCHEDULE 9 – PROFESSIONAL STAFF ALLOWANCES

<table>
<thead>
<tr>
<th>ALLOWANCE</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid (Work related expense)</td>
<td>Staff member is required by the University to hold a current St. Johns Ambulance First Aid Certificate or equivalent qualification.</td>
<td>$25.44 per fortnight</td>
</tr>
<tr>
<td>Locality (Work related expense)</td>
<td>Staff member is located outside a 400 km radius of the Brisbane GPO.</td>
<td>$24.87 per fortnight</td>
</tr>
<tr>
<td>Travel</td>
<td>First class rail tickets or an economy airfare where a staff member is directed by the University to travel by air or rail.</td>
<td>Actual cost. University may choose to purchase tickets direct from supplier.</td>
</tr>
<tr>
<td>Incidentals</td>
<td>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 meals are provided by the University.</td>
<td>$13.30 per day or by reimbursement of reasonable costs on presentation of receipts.</td>
</tr>
<tr>
<td>Camping (expense related – food)</td>
<td>Staff member is required to camp out overnight and food and beverages have not been provided by the University.</td>
<td>$38.19 per day or by reimbursement of reasonable costs on presentation of receipts.</td>
</tr>
<tr>
<td>Uniform</td>
<td>Staff member is required to wear a uniform and the uniform is not provided by the University.</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Tool</td>
<td>Qualified tradesperson required to use own tools:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mechanical and electrical tradesperson</td>
<td>$36.49 per fortnight</td>
</tr>
<tr>
<td></td>
<td>Carpenter</td>
<td>$42.35 per fortnight</td>
</tr>
<tr>
<td></td>
<td>Plumber</td>
<td>$42.35 per fortnight</td>
</tr>
<tr>
<td></td>
<td>Stonemason</td>
<td>$10.36 per fortnight</td>
</tr>
<tr>
<td></td>
<td>Painter</td>
<td>$10.36 per fortnight</td>
</tr>
<tr>
<td>Gas Fitter</td>
<td>Staff member is required to hold a Gas Fitter’s Licence and required by the University to carry out related duties</td>
<td>$255 per quarter</td>
</tr>
<tr>
<td>Service Type</td>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Explosive Tools</td>
<td>Staff member is required to use explosive power tools</td>
<td>$0.82 per day</td>
</tr>
<tr>
<td>Broken Shift</td>
<td>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.</td>
<td>$5.03 per day</td>
</tr>
<tr>
<td>Construction</td>
<td>Where a staff member is involved in the construction, alteration, repair or maintenance of buildings and reasonable amenities are not provided.</td>
<td>$4.02 per day</td>
</tr>
<tr>
<td>Safety Equipment and Protective Clothing</td>
<td>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.</td>
<td>Actual cost</td>
</tr>
<tr>
<td>Removal of Dead Animals</td>
<td>Staff member is driving or assisting the driver of rubbish removal vehicles and is required to remove dead animals.</td>
<td>$2.09 per day</td>
</tr>
<tr>
<td>Sanitary</td>
<td>Staff member is required to clean toilets connected with septic tanks or sewerage.</td>
<td>$13.84 per fortnight</td>
</tr>
<tr>
<td>Meal Allowance (Catering Staff)</td>
<td>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.</td>
<td>$9.29</td>
</tr>
</tbody>
</table>
| 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:

• for more than four hours on Saturday or Sunday;
• after 1.00 p.m. on Saturday;
• after midday on Sunday or a public holiday; or
• after 6.00 p.m. on Sunday or a public holiday

and a meal has not been provided by the University. | $9.29 |
| 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 hour) |

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 (Expense related – domestic holiday and travel accommodation -
Weighted Average of 8 capital cities)**
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.

<table>
<thead>
<tr>
<th>Location</th>
<th>Per Night</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sydney</td>
<td>$124.00</td>
</tr>
<tr>
<td>Melbourne</td>
<td>$131.00</td>
</tr>
<tr>
<td>Brisbane, Darwin, Gold Coast</td>
<td>$105.00</td>
</tr>
<tr>
<td>Adelaide, Canberra, Perth</td>
<td>$96.00</td>
</tr>
<tr>
<td>Townsville, Cairns</td>
<td>$87.50</td>
</tr>
<tr>
<td>Hobart</td>
<td>$78.00</td>
</tr>
<tr>
<td>Other Centres</td>
<td>$61.00</td>
</tr>
</tbody>
</table>

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 the amounts prescribed above.
3. **Meal Allowance (Expense related – restaurant meals – Weighted Average of 8 Capital Cities)**

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 where a meal is not provided at no expense to the individual staff member, the staff member will be entitled to:

(a) **Meal Allowance – Day of Departure**

<table>
<thead>
<tr>
<th>Depart from Home / Work</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 1.30pm</td>
<td>$50.60</td>
</tr>
<tr>
<td>1.30pm to 6.30pm</td>
<td>$32.00</td>
</tr>
<tr>
<td>After 6.30pm</td>
<td>Nil</td>
</tr>
</tbody>
</table>

(b) **Meal Allowance – Full Day**

<table>
<thead>
<tr>
<th>Depart from Home / Work</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal – capital cities</td>
<td>$67.30</td>
</tr>
<tr>
<td>Meal – other centres</td>
<td>$61.10</td>
</tr>
<tr>
<td>Food, self-prepared</td>
<td>$30.50</td>
</tr>
</tbody>
</table>

**Meal Allowance – Day of Return**

<table>
<thead>
<tr>
<th>Depart from Home / Work</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 1.30pm</td>
<td>$16.70</td>
</tr>
<tr>
<td>1.30pm to 6.30pm</td>
<td>$35.30</td>
</tr>
<tr>
<td>After 6.30pm</td>
<td>$67.30</td>
</tr>
</tbody>
</table>

or
Where the staff member is:

(a) required to travel more than 150km from their normal workplace in which he or she usually works;

(b) away from their normal place of work for 5 hours or more; and

(c) leaving before or returning later than the following times (in circumstances where a meal or incidentals allowance has not been paid or a meal provided to the staff member at no expense to the staff member)

<table>
<thead>
<tr>
<th>Time of Leaving</th>
<th>Time of Returning</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch only: Before 6.30 a.m.</td>
<td>After 1.30 p.m.</td>
<td>$17.00</td>
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<tr>
<td>Lunch and Dinner</td>
<td>After 6.30 p.m.</td>
<td>$29.30</td>
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The University may elect to reimburse the staff member for actual reasonable expenses incurred and require production of receipts in lieu of paying the amounts prescribed above.
1. **Introduction**

1.1 Minimum standards for levels of academic staff, other than a casual, are set out in Schedule B - Minimum standards for academic levels (MSAL). The levels 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 schedule II and III:

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**

3.3 **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 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.
3.3 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.

3.4 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.