

AG840024 PR957900

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LJ - Agreement with organisations of employees (Division 2)

**University of Queensland**

**and**

**National Tertiary Education Industry Union**  
(AG2005/3954)

**UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT (ACADEMIC  
STAFF) 2005**

Educational services

COMMISSIONER RICHARDS

BRISBANE, 10 MAY 2005

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT(1) of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 10 May 2005 and shall remain in force until 9 May 2008.

BY THE COMMISSION:



COMMISSIONER RICHARDS

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# UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT (ACADEMIC STAFF) 2005

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This Agreement shall be referred to as the University of Queensland Enterprise Agreement (Academic Staff) 2005.

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### 3 - DEFINITIONS

3.1 In this Agreement, unless inconsistent within the context of the subject matter, the following definitions will apply.

**3.1.1 "Academic staff"** shall mean all academic staff employed by the University of Queensland covered by the awards listed in 6.1.

**3.1.2 "Consultation"** shall mean 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].

**3.1.3 "Deputy Vice-Chancellor Academic"** shall mean the Deputy Vice-Chancellor Academic or such senior officer of the University designated by the Vice-Chancellor.

**3.1.4 "Gross salary"** shall mean the total dollar figure determined fr 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.

**3.1.5 "Misconduct"** is conduct which is not serious misconduct but is none the less conduct which is unsatisfactory.

**3.1.6 "NTEU Branch"** shall mean the University of Queensland Branch of the National Tertiary Education Industry Union.

**3.1.7 "Organisational change"** shall mean 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.

**3.1.8 "Restructuring"** shall mean a process of major change in an organisational unit which involves the need for reduction in the number of staff, with the possibility that retrenchments might result.

**3.1.9 "Senior Deputy Vice-Chancellor"** shall mean the Senior Deputy Vice-Chancellor or such senior officer of the University designated by the Vice-Chancellor.

**3.1.10 "Serious Misconduct"** is a serious dereliction of the duties required of an academic office or wilful or deliberate behaviour which demonstrates that the academic is not willing or is unable to carry out his or her duties or which constitutes a serious impediment to the carrying out of an academic's duties or to an academic's colleagues carrying out their duties. Examples of serious misconduct include behaviour that causes imminent and serious risk to the health, or safety, of a person, theft, fraud, assault, gross behaviour in dealing with students or other staff, sexual harassment, racism, bullying or intimidation, being intoxicated at work, refusing to carry out a lawful and reasonable instruction in respect of a significant matter.

**3.1.11 "Supervisor"** shall mean the Head of the organisational unit or other senior staff member so designated by the Vice-Chancellor.

**3.1.12 "Termination of employment"** means termination of employment at the initiative of the University.

**3.1.13 "The Act"** shall mean the Workplace Relations Act 1996.

**3.1.14 "The University"** means the University of Queensland.

**3.1.15 "Vice-Chancellor"** shall mean the Vice Chancellor or his or her nominee.

#### **4 - APPLICATION**

4.1 This Agreement shall be binding according to its terms upon:

- (i) the National Tertiary Education Industry Union, and
- (ii) the University of Queensland in relation to all members of the academic staff, including research only academic staff, who are eligible to be members of the National Tertiary Education Industry Union whether members or not.

4.2 The University may offer Australian Workplace Agreements in accordance with the Workplace Relations Act 1996.

#### **5 - DATE AND PERIOD OF OPERATION**

This Agreement shall come into force on and from the first pay period commencing on or after the date of certification in the Australian Industrial Relations Commission and shall remain in force for a period of three years.

#### **6 - AWARDS**

6.1 This Agreement shall be read and interpreted wholly in conjunction with the following Awards, or their successors provided that where there is any inconsistency between this Agreement on the one hand and the listed awards on the other, this Agreement shall prevail to the extent of the inconsistency. Except where expressly varied by this Agreement, the terms and conditions provided in these awards will apply for the life of this Agreement.

1. Higher Education Academic Salaries Award 2002
2. Universities and Post Compulsory Academic Conditions Award 1999

3. Tertiary Education Superannuation Scheme (TESS) - Superannuation Award 1988
4. Higher Education Contract of Employment Award 1998

6.2 This Agreement shall replace the University of Queensland Enterprise Agreement (Academic Staff) 2000.

## **7 - PURPOSE OF AGREEMENT**

7.1 The purpose of the Agreement is to enhance the efficiency and productivity of the University, and in so doing, to provide opportunity for the academic staff to share in the results of these improvements through increased salaries and improved working conditions.

7.2 This Agreement maintains and fosters industrial relations at the University and furthers the parties' aim of creating a harmonious environment within which the NTEU Branch and the University of Queensland may bargain and consult at the enterprise level to their mutual benefit.

## **8 - AVAILABILITY OF AGREEMENT**

A copy of this Agreement shall be accessible via the web under the University of Queensland's homepage.

## **9 - CODIFICATION OF POLICIES RELEVANT TO THE EMPLOYMENT OF ACADEMIC STAFF**

9.1 The policies set out in Schedule I of this Agreement shall be read in conjunction with the Agreement but do not form part of the Agreement.

9.2 No additions, deletions or any other changes (that have the effect of altering employment conditions) will be made to the policies as agreed without reasonable notice and prior consultation with the NTEU Branch.

## **B - SALARIES AND RELATED MATTERS**

### **10 - MINIMUM STANDARDS FOR ACADEMIC LEVELS**

The minimum standards for academic levels set out in Schedule II shall be used as a guide to determine the initial appointment salary set out in Schedule III for academic staff. After initial appointment, any progression through the levels in Schedule II shall be in accordance with the University's merit based promotion process as set out in Sections 5.41.5, 5.80.12 and 5.80.14 of the Handbook of University Policies and Procedures.

### **11 - REMUNERATION**

11.1 The salaries applicable to academic staff are set out Schedule III.

11.2 This Agreement provides for the payment of the following salary increases:

- 1.5% as at 1 July 2003
- 4% as at 1 January 2004
- 3% as at 1 January 2005
- 2% as at 1 July 2005
- 3% as at 1 January 2006
- 1.5% as at 2 April 2006
- 4% as at 1 January 2007
- 3% as at 1 January 2008

#### **11.3 Salary Packaging**

11.3.1 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.

11.3.2 The combined amount of salary packaged benefits must not exceed 50% of the employee’s gross base salary. Base salary is as prescribed by 11 of this Agreement. An administration fee of up to 2% for providing each benefit may apply depending on the type of benefit selected.

11.3.3 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.

11.3.4 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.

#### **11.4 Payment of Salary**

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.

### **12 - SUPERANNUATION**

12.1 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 contribution rates including the provisions of the TESS Award, that are in effect as of the date of the Agreement. The schemes which the University will continue to contribute to are:

- Unisuper Defined Benefit Plan / Investment Choice Plan
- Unisuper Award Plus Plan
- University of Queensland Superannuation Plan (AMG Universal Super)
- Q Super Defined Benefit Plan
- Q Super Accumulation Plan
- Q Super State (Plan)

12.2 The University agrees that, should there be any changes to the superannuation arrangements in effect as of the date of certification of this Agreement, the University will negotiate with the NTEU Branch to give effect to the intent of 12. 1.

### **13 - STATE LOADINGS AND SUPPLEMENTARY STATE LOADINGS**

13.1 A state loading may be payable to academic staff who have public hospital clinical responsibilities. The amount payable shall be determined by the Executive Dean of Health Sciences. This loading is superannuable and payable during periods of study leave, annual leave and long service leave.

13.2 A state supplementary loading may be payable to academic staff who have public hospital clinical responsibilities. The amount payable shall be determined by the Executive Dean of Health Sciences. This loading is not superannuable and not payable during periods of study leave, annual leave and long service leave.

### **14 - SENIOR STAFF APPOINTMENTS**

14.1 This clause removes a number of senior staff positions from coverage by the Higher Education Contract of Employment Award (1998) and from provisions of this Agreement that are inconsistent with this clause.

14.2 The positions covered by this clause are those senior academic positions which have predominantly a responsibility for administration and management of significant budgets and/or programs, generally encompassing more than one discipline or academic unit, including Deputy Vice-Chancellors, Executive Deans and such other higher level positions as may be designated by the Senior Deputy Vice-Chancellor after negotiation with the NTEU Branch.

14.3 The University may enter into written agreements or contracts of employment with senior academic staff in these designated positions.

14.4 Senior academic staff may be employed on one of the following arrangements:

- appointment to a senior administrative position for a fixed term;
- appointment to a senior administrative position for a specified period while holding an underlying substantive academic staff appointment on a continuing or fixed term basis.

14.5 Such a written agreement may provide for:

- pay and conditions in advance of this Agreement;
- duties and title of the administrative appointment;
- performance requirements and arrangements for performance review;
- severance and termination provisions; and
- appointment to a senior administrative position, duties and title while holding an underlying substantive appointment on a continuing or fixed term basis to an academic staff position.

A written agreement made in accordance with this clause will take precedence to the extent of any inconsistency with this Agreement.

14.6 Clauses on Job Security, Unsatisfactory Performance and Misconduct/Serious Misconduct of this Agreement will not apply to senior administrative positions where performance review, severance and termination provisions with adequate notice and appeal mechanisms are included in a written agreement with a senior staff member but will continue to apply to any underlying substantive position.

14.7 If the University seeks to commence negotiations in relation to a written agreement, all members of senior staff will be advised in writing that they may be entitled to have union representation when negotiating with the University.

## **15 - TEACHING OPPORTUNITIES - POSTGRADUATE STUDENTS**

15.1 The University and the NTEU Branch agree that teaching opportunities should be made available to postgraduate research students.

15.2 One mechanism for providing these opportunities is through the appointment of research students as Tutorial Assistants and Tutorial Fellows (TA/TF).

15.3 Tutorial Assistants and Tutorial Fellows will be remunerated pro rata as Level A academic staff and will work under the terms and conditions of their specific appointment.

15.4 The parties will monitor the best means of providing teaching opportunities to postgraduate students.

## **C - STAFF DEVELOPMENT AND RELATED MATTERS**

### **16- PERFORMANCE REVIEW**

16.1 Each academic staff member, with the exceptions listed in 16.4 below, will submit annually to his/her supervisor, a portfolio covering achievements in the broad areas of-

- teaching and supervision;
- scholarship, research and original achievement, and
- service to the University and the community.

16.2 The supervisor will conduct a formal review with each staff member after the presentation of the portfolio. This review will address issues of staff development and personal planning, assessment of achievements and recommendations relating to other formal processes in the University such as continuing appointment, promotion, Special Studies Programs (SSP) and incremental progression.

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

- The supervisor's assessment of progress of probationary staff.
- The supervisor's assessment of performance.
- A personal and professional development plan, completed and agreed by the staff member and the supervisor. (This document will remain confidential to the staff member, the supervisor and the Head of School / Organisational Unit.)
- A statement of the development requirements for the staff member, which cannot be met from the organisational unit's resources. For development requirements that cannot be met within the organisational unit's resources, a document is completed advising the University Staff Development Committee of the need.
- The supervisor's recommendation concerning incremental progression where required.
- The supervisor's recommendation in relation to mid-term and final review for continuing appointment, or for promotion, or for SSP as appropriate.

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

16.4 In the case of an academic staff member who is at the top of the relevant salary scale and is appointed on a continuing basis, and

- does not plan to apply for promotion in the next two years, or
- does not plan to apply for SSP in the next 18 months, and
- for whom the supervisor does not wish to raise any issues relating to performance of the staff member's current duties, the appraisal interview need only be held every second year, unless the staff member requires it to be held annually.

## **17 - STAFF DEVELOPMENT**

17.1 The University shall, where funds are available, establish a staff development program.

17.2 The staff development program should offer staff members the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through staff development.

17.3 Staff development should be compatible with the development of equal opportunity and affirmative action policies, and offer staff avenues to develop in identified areas.

17.4 Staff development programs should include components for:

- new members of staff;
- ongoing staff development;
- training of chairs and heads of schools or other equivalent academic units;

- training of supervisors in staff assessment techniques.

17.5 All new staff who have not previously held a teaching post should be encouraged to attend an induction program. Teaching loads of such staff should make appropriate allowance for this.

17.6 All academic staff shall have access to a range of staff development opportunities, including but not restricted to:

- programs and consultative services on teaching and teaching development; and
- services to assist in the evaluation of teaching for the purposes of improvement.

## **18 - ACADEMIC STAFF SUPERVISION**

18.1 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.

18.2 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.

18.3 The procedures set out in this clause are designed to provide a mechanism to assess the performance of academic staff. The primary purpose of this process is to provide assistance to any academic staff member whose performance is assessed as requiring improvement.

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

18.5 The supervisor shall within three months of being nominated, receive appropriate training in academic staff assessment techniques and the provisions of this Agreement.

18.6 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 Vice Chancellor, in which case the terms of 18.1 to 18.4 of this clause shall have no application to the academic staff member.

## **19 - SUPERVISOR TRAINING**

Supervisor training shall include:

- (a) induction programs for supervisors upon appointment;
- (b) the development of an ongoing annual program of supervisor training;
- (c) training directed towards assessment of job performance rather than individual characteristics;
- (d) training which includes equal opportunity and affirmative action policies and guidelines;
- (e) training on academic staff assessment techniques and the provisions of this Agreement.

## **D - DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT**

### **20 - DISCIPLINARY ACTION OR TERMINATION OF EMPLOYMENT**

20.1 Except as provided by 21 - Probationary Employment, all decisions to discipline or terminate the employment of an academic for unsatisfactory performance, misconduct or serious misconduct (as defined in 3 of this Agreement) or for ill-health must be in accordance with 22, 23 or 24 of this Agreement. This clause and 22, 23, and 24 shall have no application to casual academic staff.

20.2 The timelines referred to in 22, 23 and 24 may be varied by mutual agreement between the Deputy Vice Chancellor (Academic) and the staff member.

20.3 Disciplinary action should be used as a last resort. An academic supervisor must make every reasonable effort to resolve instances of possible misconduct or unsatisfactory performance through guidance, counselling, appropriate academic staff development or appropriate work allocation.

## **21 - PROBATIONARY EMPLOYMENT**

21.1 Notwithstanding 22 - Unsatisfactory Performance, and 23 - Misconduct/Serious Misconduct, of this Agreement, the Vice Chancellor may dismiss with notice a probationary academic on the grounds of unsatisfactory performance provided that:

- the academic is serving a reasonable qualifying or probationary period determined and notified to the academic in advance; and
- the dismissal complies with the probation review and appeal procedures negotiated between the University and the NTEU Branch; and
- notice of dismissal is given in writing.

21.2 An academic dismissed in accordance with 21.1 shall be entitled to notice, compensation or procedural requirements as specified in the academic's contract of employment or in section 170CM of the Act, whichever is the greater.

## **22 - UNSATISFACTORY PERFORMANCE**

22.1 When invoking the formal procedures set out in 22.2.1 to 22.2.18 below, the supervisor must inform the academic, at each stage, of the formal nature of the process. A copy of these procedures will be provided to the academic. In demonstrating unsatisfactory performance, the supervisor will take into account only those matters over which the academic has control and for which he/she could reasonably be held accountable.

### **22.2 Formal Procedures**

22.2.1 If, after utilising some or all of the processes set out in 20.3 the supervisor is of the view that the performance of the academic is unsatisfactory, he/she shall formally advise the academic of this view, describe the specific nature of the problems, explain the specific nature of the improvement required, and the time within which reasonable improvement can be expected. A record of the advice given shall be kept and a copy supplied to the academic concerned. Such advice may be given at the annual review, or at any other appropriate time.

22.2.2 An appropriate duration, not less than one semester nor more than two semesters, will be provided for the academic to demonstrate the required improvement. The supervisor will make all reasonable effort to provide resources to the academic to assist him/her to achieve the required improvements. If the academic requests, the supervisor will consult with the academic's colleagues.

22.2.3 Where, after the expiration of the specified duration, the supervisor is satisfied that the required improvements have been made, the academic will be advised in writing, and no further action will be taken.

22.2.4 If, after the expiration of the specified duration, the supervisor believes that the required improvements in performance have not been achieved, he/she shall make a formal report to the Executive Dean that the performance of the academic continues to be unsatisfactory. This report will accompany the initial report and academic's response (if any) and will state clearly the aspects of performance considered unsatisfactory, the record of attempts to remedy the problem, the resources provided to assist the academic, and any mitigating factors submitted by the academic.

22.2.5 The supervisor will provide the academic with a copy of the report at the time it is submitted. The academic will be entitled to 10 working days to submit to the Executive Dean a written response to the report.

22.2.6 Upon receipt of the supervisor's report and any written response from the academic, the Executive Dean will review the report and the response.

22.2.7 The Executive Dean must give due and proper weight to any response provided by the academic and will do one of the following:

- confirm the report of unsatisfactory performance and report to the Deputy Vice-Chancellor (Academic) as per 22.8. below;
- modify any or all of the particulars contained in the report and advise the academic who will have an opportunity to respond to any changes in the report; or
- withdraw the report and advise the academic.

22.2.8 If, having considered all of the above matters, the Executive Dean is of the view that a penalty should be imposed, he/she shall recommend to the Deputy Vice-Chancellor (Academic) the penalty to be imposed.

22.2.9 Such penalty may involve one, or any combination, of the following:

- formal censure or counselling;
- demotion by one classification level;
- withholding of an increment for one year; and/or
- termination of employment.

22.2.10 The Deputy Vice-Chancellor (Academic) will review the Executive Dean's report, supervisor's report and the academic's response/s. If the Deputy Vice-Chancellor (Academic) is of the view that there has been no unsatisfactory performance, he/she will immediately advise the academic in writing and may, by agreement with the academic, publish the advice in an appropriate manner. The Deputy Vice-Chancellor (Academic)'s decision and any notice publishing it will be recorded on the academic's personal file but no other reports will be so filed.

22.2.11 If the Deputy Vice-Chancellor (Academic) is of the view that based on the reports received there has been unsatisfactory performance, he/she will advise the academic who will have 5 working days to respond, raising any matters the Deputy Vice-Chancellor (Academic) should take into account prior to finalising his or her decision.

22.2.12 If, after reviewing the supervisor's report and the academic's response, the Deputy Vice-Chancellor (Academic) is still of the view that there is a case of unsatisfactory performance, he/she will advise the academic in writing of his / her decision and any proposed penalty within 5 working days of receiving the recommendation.

22.2.13 The academic will have 5 working days to either accept the penalty or to appeal to a Committee of Review.

22.2.14 The Committee of Review will consist of a Chairperson, a nominee of the NTEU and a nominee of the Deputy Vice-Chancellor (Academic). [Where the academic is not a member of the NTEU, he/she may nominate two staff members at Level C or above from whom the Deputy Vice-Chancellor (Academic) will choose one to be member of the Committee of Review in lieu of a nominee of the NTEU.] The Chair will be chosen by the Deputy Vice Chancellor (Academic) from a list of suitable persons agreed between the Deputy Vice Chancellor (Academic) and the President of the NTEU as at the commencement of the Agreement. Additional persons may only be added to this list by further agreement.

22.2.15 The Committee of Review will receive written and/or verbal submissions from the appellant. If the appellant wishes to appear before the Committee, he/she may be accompanied by a colleague or by a representative of the NTEU. A member of Human Resources Division will also be present to assist the Committee in terms of process. The Committee may question the appellant, the supervisor, and any other person who may assist it to discover the facts. Only members of the Committee can question the appellant and other staff who appear before them.

22.2.16 The Committee will advise the Senior Deputy Vice-Chancellor whether due process has been followed and whether the performance of the academic has been at a standard appropriate to the classification of the academic, and will advise on the appropriateness of the penalty proposed.

22.2.17 On receipt of the Committee's report the Senior Deputy Vice-Chancellor may:

- confirm the penalty;
- impose another penalty from those listed in 22.9; or
- decide that no further action will be taken.

22.2.18 Termination of employment will be subject to the notice requirements in Section 170CM of the Workplace Relations Act 1996, or in the academic's contract of employment whichever is the greater. Payment in lieu of such notice may be provided.

22.3 None of the foregoing procedures derogate from the academic's right to seek redress of a decision through Division 3 of Part VIA of the Workplace Relations Act 1996, which provides access to the Industrial Relations Commission.

### **23 - MISCONDUCT/SERIOUS MISCONDUCT**

23.1 Where a complaint (or complaints) is (or are) made against an academic, or where a supervisor otherwise forms the view that an academic's behaviour could constitute misconduct or serious misconduct, the supervisor may conduct or commission an investigation and will so inform the academic in writing.

23.2 If, after investigation, a supervisor continues to hold the view that misconduct or serious misconduct has occurred, the academic must be provided with a written Notice of Allegation ("the Notice"). The Notice must be in sufficient detail to enable the academic to understand the nature of the allegations, and to respond properly to them. The Notice must require the academic to provide a written response within 10 working days.

23.3 The supervisor must document the details of all investigations and the academic's response (if any) and either discontinue the proceedings or make a recommendation as to the nature of the conduct and, if considered necessary, the penalty, to the Deputy Vice-Chancellor (Academic) within 15 working days of the date of the Notice.

23.4 If the supervisor is of the view that the behaviour amounts to misconduct or serious misconduct and that a penalty should be imposed, he/she will recommend from the following penalties to the Deputy Vice-Chancellor (Academic):

- formal censure, warning or counselling;
- withholding of an increment for a year;
- demotion by one classification level;
- suspension with or without pay;
- termination of employment, provided that termination can only occur on the grounds of serious misconduct.

23.5 If, at the time of the provision of the Notice, the supervisor assesses that the allegations may amount to serious misconduct he/she will inform the Deputy Vice-Chancellor (Academic), who may suspend the employee with or without pay, provided that

- (a) if suspension without pay occurs at a time when the academic is on paid leave of absence, the academic shall continue to receive salary for the period of leave of absence;
- (b) the academic may engage in paid employment or take recreation leave or long service leave for the duration of a suspension without pay;
- (c) the Deputy Vice-Chancellor (Academic) may at any time direct that salary be paid on the grounds of hardship;
- (d) a decision to suspend without pay shall be reviewed by a Committee of Review at its first meeting.

23.6 During any period of suspension the academic may be excluded from the institution provided that he or she shall be permitted reasonable access to the institution for the preparation of his or her case and to collect personal property.

23.7 The Deputy Vice Chancellor (Academic) will decide whether the allegation has been substantiated and the appropriate penalty. In reaching his / her decision on this the Deputy Vice Chancellor (Academic) will:

- (a) consider all the information gathered in the initial investigation, including the academic's response and any other material which he / she believes is relevant to the case.
- (b) provide the academic with the opportunity to answer the allegations either in writing or personally.
- (c) provide the academic with the opportunity to challenge evidence.
- (d) allow the academic to be assisted by a colleague or a representative of the NTEU.

23.8 The Deputy Vice-Chancellor (Academic) must reach a decision within 10 working days and will inform the member of staff in writing of their decision and the reasons and seek from the member of staff acceptance of the decision or a request that the matter go to a Committee of Review. The staff member must respond within 10 working days. If no response is received from the staff member within 10 working days the staff member will be deemed to have accepted the decision of the Deputy Vice Chancellor (Academic).

23.9 If the academic accepts the decision the Deputy Vice-Chancellor (Academic) will implement the decision.

23.10 If the academic does not accept the decision, the Deputy Vice-Chancellor (Academic) will refer the matter to a Committee of Review, which will meet to deal with the matter as soon as is practicable.

23.11 The Committee of Review will consist of a Chairperson, a nominee of the NTEU and a nominee of the Deputy Vice Chancellor (Academic). [Where the academic is not a member of the NTEU, the academic may nominate two academics at Level C or above from which the Senior Deputy Vice-Chancellor will choose one to be member of the Committee of Review in lieu of a nominee of the NTEU]. The Chair will be chosen by the Deputy Vice Chancellor (Academic) from a list of suitable persons agreed between the Deputy Vice Chancellor (Academic) and the President of the NTEU at the commencement of the Agreement. Additional persons may only be added to this list by further agreement.

23.12 The Committee of Review shall:

- (a) 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;
- (b) conduct all proceedings in camera. No persons except the members of the Committee and any person providing secretarial assistance to the Committee shall be present during its deliberations after all submissions have been completed. The members of the Committee shall treat the proceedings, report and all matters relating thereto as confidential;
- (c) keep a tape recording of the proceedings (but not of its own deliberations), which shall be available on request, to either party;
- (d) at its first meeting, determine:
  - whether the Deputy Vice-Chancellor (Academic)'s decision to suspend the academic with or without pay should be confirmed or varied. Any variation would apply from the original date of suspension;
  - reasonable time scales, within a maximum of 20 working days, for the hearing of initial and final submissions, the examination of the evidence, including the questioning of the academic and any witnesses, and the determination of a recommendation to the Senior Deputy Vice-Chancellor; then at subsequent meetings;
- (e) consider all the information gathered in the initial investigation, including the academic's response and any other material which it believes is relevant to the case;
- (f) provide the academic with an opportunity to answer the allegations either in writing or in person before the Committee;
- (g) provide both parties with a reasonable opportunity to question witnesses and present and challenge evidence;

- (h) permit the academic to be present at all hearings of the Committee where evidence is given or submissions are being made, to take notes, have access to all records of evidence gathered by the Committee;
- (i) conduct proceedings expeditiously, with due regard to principles of natural justice, within the agreed time scales, which may only be varied at the absolute discretion of the Chairperson.

23.13 The academic may be assisted or represented by a staff member or an NTEU Officer and the University shall be represented by a staff member appointed by the Deputy Vice-Chancellor (Academic) provided that neither of these persons is a practising barrister or solicitor.

23.14 The Committee must advise the Senior Deputy Vice-Chancellor of the results of the review and of any recommendations within 5 working days of their final meeting.

23.15 Within 5 working days the Senior Deputy Vice-Chancellor will reach a decision;

- that no further action should be taken in which case he/she will advise the academic and by agreement with the academic publish the decision in an appropriate manner;
- or impose another penalty listed in 23.4;
- or that the penalty recommended by the Committee or the Deputy Vice Chancellor (Academic) should be implemented.

The Senior Deputy Vice-Chancellor will inform the member of staff, in writing, of the decision which is final.

23.16 If the decision is to terminate, the employment of the member of staff will be terminated in accordance with 23.17 or 23.18 below.

23.17 Termination of employment will be subject to the notice requirements in Section 170CM of the Workplace Relations Act 1996, or in the academic's contract of employment whichever is the greater. Payment in lieu of such notice may be provided.

23.18 The Vice-Chancellor, on the recommendation of the Deputy Vice-Chancellor (Academic), may dismiss an academic without notice if the Vice-Chancellor is satisfied that the member of staff is guilty of serious misconduct of such nature that it would be unreasonable to continue employment during a period of notice.

23.19 Any of the above proceedings may be terminated at any time by the academic giving written notice of resignation with immediate effect or by a negotiated settlement.

24.20 None of the foregoing procedures derogate from the academic's right to seek redress of a decision through Division 3 of Part VIA of the Workplace Relations Act 1996, which provides access to the Industrial Relations Commission.

## **24 - TERMINATION ON THE GROUNDS OF ILL-HEALTH**

24.1 The Deputy Vice-Chancellor (Academic) may require, in writing, any staff member, whose capacity to perform the duties of his or her office 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.

24.2 The Deputy Vice-Chancellor (Academic) shall provide a staff member with written notice of not less than 2 months that a medical examination is required. The staff member may elect to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund.

24.3 Where the staff member makes application to the superannuation fund as outlined in 24.2 the staff member cannot be required to attend a medical examination in accordance with 24.1 until one of the following circumstances:

- For a member of Unisuper or QSuper, after the payment of the temporary disability benefit ceases.
- For a member of the University of Queensland Superannuation Plan after two years of receiving a disability benefit.
- 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.

The Deputy Vice Chancellor (Academic) 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.

24.4 A copy of the medical report/s made by the medical practitioner/s pursuant to 24.1 shall be made available to the Deputy Vice-Chancellor (Academic) and to the staff member.

24.5 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 Deputy Vice-Chancellor (Academic) may, subject to 24.6, 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 a period of 6 months. Prior to taking action to terminate the employment of a staff member, the Deputy Vice-Chancellor (Academic) 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.

24.6 If within 10 working days of the report being made available, the staff member or a person acting on their behalf so requests, the Deputy Vice-Chancellor (Academic) shall not terminate the employment of the staff member in accordance with 24.5 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 resume them within a period of 12 months.

24.7 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.

24.8 These provisions shall not displace or override any existing workers' compensation schemes or awards, whether State or Federal, including WorkCover, or the provisions contained in any workers' compensation legislation that may be enacted.

24.9 The Deputy Vice-Chancellor (Academic) 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.

#### **24.10 Subsidiary Matters**

24.10.1 A staff member who receives a temporary disability benefit from the superannuation fund shall not accrue leave entitlements during this period.

24.10.2 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.

24.10.3 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.

## **E – CONSULTATION ON WORKLOADS AND MAJOR CHANGE**

### **25 - WORKLOADS**

25.1 The parties acknowledge that, subject to 25.2, academic staff may be required to:

- contribute to teaching and research programs during summer sessions, weekend seminars and inter-semester periods in Australia or overseas.
- 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.

25.2 Heads must ensure that staff are consulted, and that workloads are allocated fairly and distributed equitably among staff in the School, taking into account reasonable consideration of family and personal responsibilities.

25.3 To achieve this and to monitor workloads of staff generally within the School, the Head, in accordance with the Guidelines for Allocation of Workload to Academic Staff, will:

- develop, in consultation with academic staff of the school, and implement an agreed method of calculating comparative workloads of academic staff, and presenting them publicly within the School;
- provide flexible guidelines for the development and on-going management of acceptable workloads for individual staff members having regard to the School's needs and the individual's expertise and research and professional interests and level of appointment, and including the University's guideline on the maximum number of hours that a full time academic would be expected to devote to duties in any one year;
- strike an appropriate balance among teaching (including supervision), research, and service for each individual so that the overall work carried out by the combined staff meets the goals and objectives of the School.

25.4 The parties agree that changes to the guidelines will be subject to consultation and maximum hours specified in the guidelines will not be varied within the nominal term of the Agreement.

25.5 Should a staff member believe that the workload assigned by a Head is inequitable or unreasonable, the staff member may invoke the procedures set out in the Staff Grievance Resolution Policy.

### **26 - JOB SECURITY**

26.1 The parties agree that:

- the University is committed to maintaining the number of full time equivalent academic staff funded from the University's budget as at 31 March 2002 for the life of this Agreement.
- recognise that this commitment may be suspended by a resolution of the Senate of the University, following a review of the University's budget situation which will be made available and explained to the executive of the NTEU Branch prior to submission to the Finance Committee.
- The University will make available to the NTEU Branch details of the number of academic staff in full-time, part-time, fixed term contract and casual positions broken down by organisational unit and the parties will review and discuss these figures with the NTEU on an annual basis.

26.2 The parties agree that:

- funding levels to higher education by the Federal Government have placed and will continue to place significant pressures on the efforts of staff to maintain and extend the highest quality research and teaching;
- the enhancement of job security will contribute positively to staff commitment and productivity;
- maintenance or improvement of staffing levels where required for the quality of the teaching and research programs continues to be a key concern for University budget managers;
- 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;
- normal attrition will be the preferred method of addressing changes in the staffing profile;
- compulsory retrenchments are a last resort and should be avoided if at all possible;
- where replacement of resigning staff is required, it will not always be at the level of the departing staff member;
- voluntary separation payments will be made available to all staff in an organisational unit undergoing restructuring as early as possible in the process, in accordance with 27 of this Agreement: "Managing Major Change";
- that individual members of academic staff may be affected by restructuring proposals and that such staff will be managed in accordance with the provisions of 27 of this Agreement: "Managing Major Change";
- noting that the University has a history of maintaining relatively low casual employment numbers, the University will ensure that casual employment is used as a supplement to and not a substitute for the creation of continuing and fixed term positions and that casual staff will not be used as permanent or long term replacements for staff in positions where there is an ongoing need for work performed.

26.3 The University will establish a working party to address issues relating to the employment, induction and development of casual staff and the provision of appropriate facilities. The NTEU will be represented on the working party. The working party will finalise its recommendations to address these issues before 30 September 2005. The University will ensure the recommendations are implemented during the life of this Agreement. The report of the working party will be discussed with the NTEU.

26.4 The parties agree to consider the position of long-term research staff.

## **27 - MANAGING MAJOR CHANGE**

### **27.1 Organisational Change**

27.1.1 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 ensure that appropriate consultation is carried out with all staff who will be affected by the organisational change and with the NTEU and that existing mechanisms such as School standing committees or ad hoc mechanisms such as representative working parties are utilised and that necessary information including budgetary information, is provided to all affected staff.

27.1.2 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.

### **27.2 Restructuring**

27.2.1 A relevant senior manager may assess that restructuring will be required for reasons such as, but not limited to, the following:

- changes in the nature of the organisation of functions of a unit, or of significant work methods of the unit
- financial exigency or budget constraints
- changes in technology
- work that has been traditionally carried out is no longer needed
- variation to the discipline or program mix in an academic unit

27.2.2 Restructuring will not include the expiry of a fixed term contract/s in accordance with its/their own terms or apply to casual staff.

27.2.3 The procedures in relation to restructuring do not apply when the relevant manager assesses that a single staff member is excess to requirements, that this does not result in an unreasonable workload for other staff, and the staff member concerned agrees to take a V.S.P. In such cases, the NTEU will be notified prior to the staff member's departure.

27.2.4 The procedures relating to restructuring do not apply when staff are offered employment at the same classification in substantially the same duties within the University or in another organisation as a result of either the transmission of business or the provision of an employment opportunity.

### **27.3 Consultation**

27.3.1 The relevant unit manager will consult with all staff who will be affected by the restructuring, and with the NTEU. In the first instance this consultation will consist of making available to both staff and the NTEU relevant information (including background as to why the restructure is required, budget position, other relevant financial data, options for alternative solutions) and scheduling the necessary meeting(s) to explain the issues to staff and the NTEU.

27.3.2 At least 10 working days should be allowed for consultation to take place.

27.3.3 Depending on the circumstances of each case, the relevant manager may pursue one or more of a range of methods of consultation such as a working party to examine the proposed changes and make recommendations on them, or personal meetings with possibly affected staff (and their NTEU representatives if required). Where a working party is formed, a timetable for its deliberations will be provided.

### **27.4 Proposal**

27.4.1 When the unit manager (Head, Executive Dean, Director, etc) 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:

- Justification - covering the background to the proposed changes, their aim, the budget position and options for alternative solutions including the investigation of the use of other funds;
- Consultation
- Recommendations - covering structural changes, proposed reductions in the number of staff, and workload allocations; and
- Implementation Plan - including a timetable, measures for handling voluntary separations, fractional appointments, redeployments and re-training, protecting equity, any impacts on workloads and the criteria for identifying staff to be retrenched, if such retrenchments become required.

27.4.2 The Proposal will be circulated to all affected staff and to the NTEU. Normally there will be a period of 10 working days for consideration by affected staff.

### **27.5. Standing Committee for Change Management**

27.5.1 The Proposal shall be forwarded to the University Standing Committee for Change Management (Academic Staff) for consideration.

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

- Deputy Vice-Chancellor (Academic) (Chair)
- An Executive Dean
- A Head of School
- Two members of University staff nominated by the NTEU.

Where the Proposal involves an organisational unit to which one of the standing committee members belongs, a replacement will be nominated.

27.5.3 Human Resources Division will provide a non-voting Secretary for the Committee and the NTEU may provide a non-voting observer to offer technical advice to NTEU nominees.

27.5.4 The University Standing Committee for Change Management will meet as soon as practicable after receiving the Proposal. It will meet as frequently as is necessary with a view to completing its deliberations within 20 working days, or other such time as determined by the committee. It will use its best endeavours to reach agreement as to whether:

- The proposed re-structuring is justified and reasonable
- Consultations have been held or are being held with staff
- Workload issues have been addressed and proposed workloads are reasonable and equitable
- The recommendations, including criteria for identifying staff to be retrenched (if any), are fair and reasonable.

27.5.5 The committee will ensure that the proposed implementation of the changes is reasonable and timely.

27.5.6 The Committee will either accept the Proposal, or reject the Proposal, or call for modifications.

27.5.7 If the Committee accepts the Proposal, it will be forwarded to the Senior Deputy Vice-Chancellor for approval. Once approved recommendations and procedures will be implemented.

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

- i) If the relevant manager accepts the modifications, the Committee will accept the Proposal.
- ii) If the relevant manager revises the Proposal and re-submits it, it will be considered by the Committee and accepted or rejected.
- iii) If the relevant manager provides a justification why the modifications cannot be implemented, the Committee will re-consider the original Proposal and accept or reject it.

27.5.9 If the Committee unanimously rejects the Proposal, no further action will be taken. A further Proposal may be put forward after six months.

## **27.6 Implementing the Agreed Proposal**

The relevant manager will be responsible for implementing the Proposal. In the first instance he/she will pursue voluntary mechanisms by offering to staff in the affected area the opportunity to express interest in Voluntary Separation Packages (VSP) and/or to seek fractional appointments. Staff who wish to pursue both options should indicate whether their first preference is a VSP or a fractional appointment. Staff will have 5 working days to respond.

## **27.7 Voluntary Separation**

27.7.1 The manager will offer staff in the affected area the opportunity to express an interest in a Voluntary Separation Package.

27.7.2 The manager will decide, within 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.

27.7.3 If a staff member accepts a VSP, the payment will be as detailed in sub-27.10 below and the person will leave the University at the earliest opportunity.

27.7.4 If the staff member is not offered a VSP or rejects the offer of VSP, he/she will be eligible for consideration of a fractional appointment if he/she has indicated that preference in response to the manager's offer.

## **27.8 Fractional Appointment.**

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

27.8.2 At the time that the appointment is converted to a fractional one, the University will continue to pay the employer's superannuation contribution at the full-time rate and the difference between the fractional-time and full-time rate for the employee's superannuation contribution (after accounting for employer contributions and tax), for those staff whose superannuation fund allows this, for a maximum period of 5 years.

27.8.3 Staff who are accepted for conversion to a fractional appointment will be expected to undertake a range of activities, which should be discussed and agreed with the Head of School or relevant organisational unit before the fractional appointment commences.

27.8.4 Staff who initially seek a fractional 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 manager's notification.

## **27.9 Retrenchment**

27.9.1 If the mechanisms outlined in the previous sub-clauses do not achieve the reductions in staffing required, then the necessary number of staff will be nominated to be retrenched, in accordance with the criteria approved by the Standing Committee on Change Management (Academic Staff).

27.9.2 The relevant manager will apply the criteria contained in the Proposal and confirmed by the Standing Committee for Change Management (Academic Staff) when deciding which staff will be retrenched.

27.9.3 Any staff member nominated to be retrenched, may apply for redeployment and/or may seek a review of the decision in accordance with 27.11 within five working days of being nominated. If the staff member elects to pursue both courses, they will be handled concurrently, according to the time lines in 27.10 and 27.11.

27.9.4 A staff member nominated for retrenchment who does not apply for redeployment nor a review will be paid a severance payment in accordance with 27.12 and leave the employment of the University at the earliest opportunity.

## **27.10 Redeployment**

27.10.1 Where a staff member elects to seek redeployment, the University will make reasonable attempts to find a suitable position. Redeployment searches will commence as soon as a staff member notifies his/her preference and will extend for a period up to 20 working days, unless 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. Redeployment will normally be to a position at the same classification level.

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

27.10.3 If a position is identified as potentially suitable the employee shall be interviewed by a selection panel. The decision on redeployment will be based on an assessment of whether the person meets the stated selection criteria, or could meet them within a three month period. Suitability and capability will be the key issues. The redeployee will not be required to compete against external or internal applicants in open competition. A redeployee does not need to be "the best person for the job", but there should be a reasonable match between the job required and the skills of the redeployee.

27.10.4 If the selection committee decides that the staff member is unsuitable and the staff member does not accept the decision of a selection committee, the matter may be referred by the staff member to the Deputy Vice-Chancellor (Academic) for decision. The selection committee shall reduce to writing its reasons, which shall be provided to the staff member. The Deputy Vice-Chancellor (Academic) may directly appoint the redeployee to the position. In these circumstances the provisions of this clause relating to redeployment processes remain applicable.

27.10.5 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 Dean / Deputy Vice-Chancellor (Academic) that the staff member will either be:

- confirmed in the position;
- offered a VSP; or, if this option is not accepted by the staff member,
- retrenched.

The Executive Dean / Deputy Vice-Chancellor (Academic) will decide.

27.10.6 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 level of the lower position.

27.10.7 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.

**27.11 Review**

27.11.1 Any staff member who believes that a decision to retrench him/her has not resulted from a fair application of the criteria, may request, within 5 working days of receipt of notification, a review of that decision.

27.11.2 A Review Panel, comprising a senior manager nominated by the Senior Deputy Vice-Chancellor (in the Chair), a nominee of the President of the NTEU Branch and an Executive Dean/Deputy Vice-Chancellor, will be established as soon as practicable, but no later than 5 working days after receipt of the application for review.

27.11.3 All relevant information will be provided to the Review Panel. The staff member and the Executive Dean/Deputy Vice-Chancellor will have the opportunity to make verbal or written submissions to the Panel.

27.11.4 The Panel may interview any person it thinks fit.

27.11.5 The Review Panel will transmit its decision, which will be final, to the staff member and to the Executive Dean/Deputy Vice-Chancellor within 10 working days of the receipt of the application for review.

**27.12 VSP and Retrenchment – Pay Calculation**

27.12.1 A staff member whose position is made redundant will be given a severance payment and will leave employment at the University at the earliest opportunity.

27.12.2 The severance payment will be an amount calculated in accordance with the method set out below, paid as a lump sum by the University and concessionally taxed.

27.12.3 The amount paid will be calculated as follows, for each individual staff member:

Step 1: Calculate the amount of money after tax as cash in hand that the staff member would receive if he/she had received the entitlements for retrenchment payments as follows:

Age below 40	6 month’s pay
Age 40	7 month’s pay
Age 41	8 month’s pay
Age 42	9 month’s pay
Age 43	10 month’s pay
Age 44	11 month’s pay
Age 45 and over	12 month’s pay

(less PAYE tax)

Severance payment

Up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	6 weeks
3 years and up to the completion of 4 years	7 weeks
4 years and over	8 weeks

(less concessional tax)

Normal salary for the greater period of notice as set out below:

Not more than 1 year's service	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

If the staff member is 45 years old and has completed 2 years of service with the University then an additional 1 week shall apply.

OR

Payment in lieu of notice as specified in the staff member's contract of employment.

(less PAYE tax).

Step 2: Calculate the amount of money after tax as cash in hand that the staff member would receive as follows:

- severance pay at the rate of 2 weeks' pay for each year of service taxed concessional, up to a maximum of 52 weeks;
- normal salary for six months' further employment, less PAYE tax;
- payment on pro-rate basis for any long service leave, taxed at the appropriate rate.

Step 3: The individual staff member chooses which of the amounts calculated by Step 1 and Step 2 he/she wishes to receive.

Step 4: The University adds to the amount identified in Step 3, the concessional tax for which the member is liable and this new sum becomes the severance amount.

27.12.4 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 converted into full time equivalent service and payment made at the full time salary rate.

27.12.5 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 severance payment (calculated as above) for a period of 3 months after the initial redeployment.

27.12.6 Where the redeployment ceases after a period of 3 months as a result of the non renewal of a fixed term contract by the University, the staff member will remain entitled to a severance payment calculated as above as from the date of 3 months after the initial redeployment, 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 from the last date of actual employment with the University.

## 28 – LEAVE AND EXPENSES

28.1 From the time a staff member receives notice under 28 of this Agreement that he or she is an 'excess' staff member, he or she shall be entitled to reasonable leave as determined by the Vice Chancellor with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice Chancellor.

28.2 If a staff member is redeployed to a permanent position elsewhere in the University (ie. involving a geographic relocation) as an agreed measure to mitigate the effects of his/her position being surplus to requirements pursuant to 27 of this Agreement and, as a consequence, it is not reasonably practicable for the staff member to remain in his or her existing residence, the staff member shall be entitled to all reasonable expenses associated with moving household to a new locality on the basis set out in 29.

28.3 Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of his/her position being surplus shall be reimbursed to the staff member.

## **29 - RELOCATION EXPENSES FOR REDEPLOYEES**

29.1 For the purposes of this clause "prescribed expenses" means:

- (i) legal fees;
- (ii) agent's commission;
- (iii) stamp duty;
- (iv) fees associated with the transfer of title;
- (v) expenses relating to the execution or discharge of a first mortgage; and
- (vi) any reasonable costs as determined by the Vice Chancellor of advertising for sale of a dwelling-house.

29.2 The Vice Chancellor may authorise the payment to the employee of the reasonable costs incurred in the conveyance of himself or herself and his or her dependents, including reasonable costs for removal of furniture and personal effects.

29.3 The Vice Chancellor may authorise the payment to the employee of an allowance comprising two-thirds of the expenses necessarily incurred by the employee in residing at a hotel or boarding-house while waiting to:

- (i) commence or continue his or her journey to the new locality; or
- (ii) secure a place of residence in that locality.

29.4 Subject to 29.5 hereof, an allowance under 29.3 hereof, shall not be paid in respect of a period exceeding:

- (i) 1 week in case to which paragraph 29.3(i) hereof applies; or
- (ii) 4 weeks in any other case.

29.5 Where the Vice Chancellor is satisfied that an employee to whom 29.3 hereof applies is unable to secure a place of residence in the new locality after having made all reasonable efforts to do so, the Vice Chancellor may extend the period in respect of which an allowance under that subclause would otherwise be payable to that employee for such further period, not exceeding 4 weeks, as the Vice Chancellor may determine.

29.6 Where the Vice Chancellor is satisfied that in the circumstances of a particular case it is just and equitable to do so, he or she may authorise the payment to an employee to whom 29.3 hereof applies of an allowance at a rate per week determined by the Vice Chancellor for a period not exceeding 5 weeks after the expiration of the periods referred to in 29.4 and 29.5 hereof.

29.7 The Vice Chancellor may authorise the payment to an employee to whom 29.3 hereof applies of such amount as the Vice Chancellor may in a particular case determine for the purpose of compensating that employee for expenses necessarily incurred by him or her in respect of-

- (i) the storage of his or her furniture and effects while waiting to secure a place of residence in the new locality; and
- (ii) the cartage of the furniture and effects from the place of storage to the employee's place of residence in that locality.

29.8 An employee who is entitled to receive the expenses and allowances payable under this clause is also entitled to be paid an incidentals allowance to compensate the employee for:

- (i) the value of the increased depreciation of, and the additional wear and tear on, the basic household furniture and effects resulting from the transfer; and
- (ii) the cost of the replacement or alteration of carpets, linoleum, curtains, blinds, and household effects necessitated by the transfer;
- (iii) incidental costs associated with establishing a new place of residence (eg telephone, gas reconnection).

29.9 The depreciation allowance payable under this clause is such an amount as may be determined by the Vice Chancellor.

29.10 An employee who is entitled to receive expenses and allowances under this clause is, subject to 29.14 hereof, also entitled to receive a property allowance for reimbursement of prescribed expenses incurred by him or her;

- (i) in the sale of the dwelling house:
  - (1) owned and occupied by him or her;
  - (2) which he or she was purchasing under a contract of sale providing for vacant possession; or
  - (3) which he or she was constructing for his or her own permanent occupation, on completion of construction, at the date on which it became necessary to move to the new locality;
- (ii) in the purchase of a dwelling-house, or land for the purpose of erecting a dwelling-house on the land, for his or her own permanent location permanent occupation in the new locality; or
- (iii) both in the sale of the dwelling-house referred to in paragraph (i) hereof and in the purchase of a dwelling-house or land referred to in paragraph (ii) hereof.

29.11 The property allowance payable under this clause in respect of a sale, purchase, or sale and purchase, is, subject to 29.12 hereof, an amount which is equal to the actual expenses incurred.

29.12 Where an employee is the owner jointly or in common with another person not being a person referred to in 29.15 hereof, the property allowance payable under this clause shall not exceed an amount which is equal to the proportion of the prescribed expenses for which he or she is responsible.

29.13 An application by an employee for a property or an incidentals allowance under this clause shall be accompanied by sufficient evidence of the payment by the employee of the prescribed expenses.

29.14 Except on the decision of the Vice Chancellor, an employee is not entitled to the payment of a property allowance in respect of:

- (i) a sale referred to in paragraph 29.10(i) hereof; or
- (ii) a purchase referred to in paragraph 29.15(ii) hereof which is effected:
  - (1) more than 2 years after the date on which the employee takes up duty in new locality; or
  - (2) after the date on which he or she receives notification that he or she is being transferred back to the old locality.

29.15 For the purpose of this clause, it is immaterial that the dwelling-house or land is purchased, sold or owned;

- (i) in the case of a married employee, solely or jointly or in common with:
  - (1) the spouse of that employee;
  - (2) a dependent of that employee; or
  - (3) the spouse and a dependent of that employee; or

- (ii) in the case of any other employee, solely or jointly or in common with a dependent.

### **30 - VOLUNTARY EARLY RETIREMENT**

The University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation provided that:

- any such offer shall be with the agreement of the NTEU Branch; and
- any lump sum benefit shall be calculated at a minimum rate of two weeks salary for each year of service, but with no obligation upon the institution to pay beyond a maximum of 52 weeks salary.

### **F - LEAVE**

#### **31 – RECREATION LEAVE**

31.1 Academic staff, other than a casual employee, will be entitled to 20 days of recreation leave from January 1<sup>st</sup> of each year. Staff employed after 1<sup>st</sup> January in any year shall receive a pro rata amount. Fractional staff shall be entitled to leave on a pro rata basis.

31.2 The leave will be taken at times approved by the Head/Director of the organisational unit. Leave will not normally be taken during teaching periods. Academic staff are expected to take recreation leave annually and to arrange a suitable time with the Head/Director.

31.3 Recreation leave will be deemed to have been taken in the calendar year in which it falls due.

31.4 Recreation leave does not accrue. When an academic staff member retires or resigns, no payout for recreation leave is applicable

31.5 Recreation leave loading will be paid to all academic staff in the first pay of December each year. It will be equal to 17.5% of the salary paid for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the August quarter preceding the date of accrual.

#### **32 – LONG SERVICE LEAVE**

32.1 Academic staff accrue long service leave at the rate of 1.3 weeks for each completed year of service.

32.2 Academic staff will become entitled to long service leave after completion of ten (10) years continuous service and it is expected that long service leave will be taken within 18 months of it becoming available.

32.3 The maximum amount of long service leave that can be accumulated is 26 weeks. However staff may be required to take leave in excess of 18 weeks in accordance with 32.6.

32.4 Once a staff member is entitled to Long Service Leave, the minimum period of leave which can be taken at one time is 2 weeks.

32.5 Subject to 32.6 (b), an employee who has qualified for Long Service Leave shall be entitled to take Long Service Leave at the time of the employee's choosing, provided that an application to take the leave is submitted at least 6 months prior to the proposed commencement date, or in the absence of such notice, the Head of School/Organisation Unit recommends and the relevant Executive Dean approves leave to be taken at that time. In choosing a suitable time the academic staff member is expected to reduce the period of time that he/she will be absent during teaching periods and therefore long service leave should be taken within one semester wherever possible.

32.6 Where an employee has accumulated a Long Service Leave entitlement in excess of 18 weeks, subject to sub-clause (c) below, the University may give the employee written notice to take up to 13 weeks of such leave at a time convenient to the needs of the University, provided that:

- a. the employee shall be given at least 12 months notice of the date on which leave must commence;
- b. the employee shall not be required to take Long Service Leave within 24 months of the employee's normal date of retirement or, where the employee has given notice to take retirement, within 24 months of such retirement date;
- c. the minimum period of leave to be taken shall be 4 weeks

**32.7 Transitional Arrangements**

32.7.1 Staff who at the certification of the Agreement have accumulated in excess of 26 weeks' long service leave, will be given a transition period of 3 years in which to take any accumulated long service leave in excess of 26 weeks. Staff who still have accumulated long service leave in excess of 26 weeks at the end of the third year (the transition period), will be directed to take the excess leave in the following year. A staff member whose long service leave balance is greater than 26 weeks at the end of the fourth year will be deemed to be on long service leave for the period of leave in excess of 26 weeks, unless an employee was unable to take leave due to a decision by the University or a failure to renew a fixed term contract. Where this has occurred, the employee will be directed to take the excess leave at the earliest possible opportunity.

32.7.2 The prescription of 32.7.1 will not apply to staff who declare that they intend to and do retire or resign within three years of the date of certification of the Agreement. Staff who do not declare any intention to retire or resign, but who then elect to retire or resign within 3 years of the certification of the Agreement, will be eligible only for a maximum payment of 26 weeks of accumulated long service leave. This will not apply in the event of the death of the staff member.

**32.8 Casual Service**

32.8.1 Service as a casual staff member after 30 March 1994 shall count towards Long Service Leave provided that the staff member has been employed on a regular basis and there is no break between appointments greater than 13 weeks.

32.8.2 For casual staff the amount payable for Long Service Leave is calculated using the formula:

$$\text{Rate X} \times \frac{\text{Actual Service}}{52} \times \frac{13}{10} \text{ where:}$$

32.8.3 Actual Service means the total equivalent hours actually paid (including associated work time) to a casual staff member during the period of continuous service to which the entitlement to Long Service Leave relates; and

32.8.4 Rate means the equivalent hourly rate payable to the staff member (including that payable for associated work time) for the academic activity the staff member performed immediately prior to taking the leave or the average of the 12 months preceding the taking of the leave if the staff member has more than one placement and has undertaken more than one academic activity.

**32.9 Employees with a combination of full-time/fractional/casual service**

Staff who have completed not less than 10 years of continuous service in a combination of full-time, part-time and/or casual service will have long service leave accrued adjusted to reflect the hours that were accrued under each combination.

**33 – SICK LEAVE**

**33.1 Entitlement**

33.1.1 Academic staff, other than a casual employee, shall be credited with 40 days sick leave on full pay on January 1<sup>st</sup> of each year. This leave will be non cumulative. Staff employed after 1<sup>st</sup> January in any year shall receive a pro rata amount. Fractional staff shall be entitled to sick leave on a pro rata basis.

33.1.2 Payment for sick leave is subject to the staff member providing appropriate notification and application for paid sick leave and approval by their supervisor.

### **33.2 Further leave**

33.2.1 The appropriate Executive Dean is authorised to consider applications for further periods of sick leave and may grant further sick leave on full pay beyond existing entitlements, provided that the sum of that further leave and the sick leave taken in a continuous period immediately prior to the further leave shall not exceed six months.

33.2.2 The Executive Dean will grant leave for staff who commenced duty before 1 January 1974 and who make application for further sick leave pursuant to 33.2.1.

### **33.3 Sick Leave without pay**

A period of sick leave without pay of up to three months counts as service in the calculation of long service leave for all full-time and part-time staff.

### **33.4 Procedure**

A staff member who, because of illness, is unable to attend the University or work shall notify the Head of School as soon as possible.

### **33.5 Medical certificate**

When absence due to illness exceeds three consecutive days, the staff member must forward a medical certificate to the Head of School. Organisational units shall retain medical certificates and keep records of all sick leave taken by academic staff.

### **33.6 Approval of absences on extended Sick Leave**

The Executive Dean has authority to approve applications for sick leave.

## **34 - CARERS' LEAVE**

34.1 Any academic staff member, other than a casual employee, who has completed twelve (12) months service, shall be entitled to leave on full pay to a maximum of five (5) working days in any calendar year of service where a person for whom the staff member has responsibilities of care is ill or requires medical treatment. For any period in excess of three working days, a medical certificate or statutory declaration shall be submitted.

34.2 Provided that any academic staff member who has not completed twelve (12) months' service shall accrue carers' leave pro rata from the date of commencing duty for the first calendar year of employment.

## **35 – PARENTAL LEAVE**

35.1 Subject to the terms of this clause, employees who are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. A staff member will only be entitled to the paid entitlement of 26 weeks where the staff member commences parental leave on or after the date of certification of this Agreement.

### **35.2 Definitions**

**Child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**Spouse**, in relation to an employee, means a person's partner in marriage or a person of the opposite or same sex to the employee who lives with the employee in a marriage-like relationship, although not legally married to the employee.

### **35.3 Entitlement**

**35.3.1** Parental leave is the generic term for maternity, partner and adoption leave. Subject to the terms of this clause, employees are entitled, after twelve months continuous service, to parental leave in connection with the birth or adoption of a child.

**35.3.2** An employee who becomes pregnant may apply to take maternity leave and will be entitled to 26 weeks leave on full pay plus leave without pay which will not exceed an aggregate of 52 weeks. To be entitled to paid maternity leave the paid leave must begin in the period commencing no earlier than 6 weeks before the birth of the child and no later than the birth of the child and the paid leave must be taken in one continuous period.

**35.3.3** Where an employee is not to be the primary carer, but shares parenting responsibility of the child(ren), they are entitled to one week's paid partner leave with respect to the birth or adoption of a child or children, provided that:

- (a) the leave is limited to one week in any 12 consecutive months of employment, and
- (b) the leave is taken in the period one week before and 6 weeks after the child's birth or adoption.

**35.3.4** An employee whose spouse has given birth to a child may apply for partner leave and will be entitled to 26 weeks on full pay plus leave without pay which will not exceed an aggregate of 52 weeks subject to the provisions that:

- (a) the employee is the primary care giver of the child; and
- (b) the paid leave must be taken in one continuous period; and
- (c) their partner is an employee of the University of Queensland and has been granted paid parental leave and is not concurrently on a period of approved parental leave; and
- (d) provided that the cumulative benefits to both partners does not exceed the entitlement prescribed herein.

**35.3.5** An employee who adopts a child and is the primary care giver of the child may apply for adoption leave and will be entitled to:

- (a) 26 weeks leave on full pay where the adopted child is up to one year of age; or
- (b) 13 weeks on full pay where the child is older than one year of age,

plus leave without pay which will not exceed an aggregate of 52 weeks. The entitlement to paid leave will only be granted where the leave commences immediately upon placement of the child. In cases where the employee is not the primary care giver of the child the entitlement shall be one week's paid leave.

**35.3.6** The employee's entitlement to paid leave may be paid proportionately over the period of up to 52 weeks: eg an employee may elect to receive 50% salary over 52 weeks.

**35.3.7** The provisions of this clause apply to full-time employees, part-time employees and eligible casual employees but do not apply to other casual employees, except that where this clause provides for any period of paid leave, an eligible casual employee will be entitled to unpaid leave for the same period.

**35.3.8** An eligible casual employee means a casual employee employed by the University on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months and has a reasonable expectation of ongoing employment.

A period of eligible casual service will count towards eligibility for unpaid maternity leave but shall not count toward service for paid parental leave.

**35.3.9** For the purposes of this clause continuous service is work on a regular and systematic basis (including any period of authorised leave or absence).

**35.3.10** The University must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

**35.3.11** The rights of the University in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### **35.4 Maternity leave**

**35.4.1** An employee must provide notice to the University in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) at least ten weeks notice of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant); and
- (b) at least four weeks notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.

**35.4.2** When the employee gives notice under 35.4.1 the employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**35.4.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**35.4.4** Subject to 35.3, and unless agreed otherwise between the University and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**35.4.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the University may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

**35.4.6** Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave. In these circumstances the employee shall also be entitled to access paid bereavement leave.

**35.4.7** If parental leave has commenced and the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during that period that the employee is on leave, the employee shall be subsequently entitled to unpaid leave up to a period of 12 weeks or such longer period as may be certified by a medical practitioner up to a maximum aggregate leave period of 52 weeks. In these circumstances the employee shall also be entitled to access paid bereavement leave.

**35.4.8** Where leave is granted under 35.4, during the period of leave an employee may return to work at any time, as agreed between the University and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### **35.5 Partner leave**

35.5.1 An employee will provide to the University at least ten weeks prior to each proposed period of partner leave, with:

- (a) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which they propose to start and finish the period of partner leave; and
- (c) a statutory declaration stating:
  - (i) they will take that period of partner leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by their spouse; and
  - (iii) that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.

35.5.2 Where the employee is not seeking leave to be the primary care giver and is seeking one week's paid leave under 35.3.3, 35.5.1 (a) and 35.5.1 (b) only shall apply.

### **35.6 Adoption leave**

**35.6.1** The employee will notify the University at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**35.6.2** Before commencing adoption leave, an employee will provide the University with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**35.6.3** The University may require an employee provide confirmation from the appropriate government authority of the placement.

**35.6.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the University immediately and the University will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**35.6.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

### **35.7 Variation of period of parental leave**

Unless agreed otherwise between the University and the employee, an employee may apply to the University to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

### **35.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

### **35.9 Returning to work after a period of parental leave**

**35.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**35.9.2** An employee will be entitled to the position that they held immediately before proceeding on parental leave.

**35.9.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **35.10 Replacement employees**

**35.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**35.10.2** A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **35.11 Part-time employment and job sharing**

**35.11.1** Where possible and having regard to the effective management of the organisational unit, the University may offer staff members, who are either pregnant or returning to duty from a period of parental leave, the option of part-time employment, including job sharing, subject to the provisions outlined below. The University will not unreasonably refuse an employee's application for part-time employment on return to duty from parental leave or whilst pregnant, if the pregnancy makes part-time employment necessary or desirable

**35.11.2** An employee who is the primary care giver of the child may undertake part-time employment until the child's second birthday, or in relation to adoption, from the date of placement of the child until the second anniversary of the placement. An employee who is the primary care giver of the child may continue part-time employment past the child's second birthday if the supervisor and the employee are in agreement.

**35.11.3** The part-time employment need not be the same work as the staff member's normal position. However, staff members have the right to return to their former position when returning to full-time employment subject to 35.9.3.

**35.11.4** If a staff member opts for part-time employment or a job sharing arrangement the University will draw up and retain an agreement that determines the length of the period and the days to be worked.

## **36 - LEAVE WITHOUT PAY**

Except as otherwise specifically provided for in this Agreement a staff member on leave without pay shall not have their continuity of service broken by such periods of leave but shall not accrue any entitlements during a period of leave without pay.

## **37 – BEREAVEMENT LEAVE**

**37.1** A full time or fractional employee will be entitled to bereavement leave on the death of a partner, a child, parent, grandparent, grandchild, sibling of the employee or employee's partner, parent in law, members of the extended family and / or community of Indigenous Australians and members of the extended family where there is a recognised cultural relationship to such persons.

**37.2** Leave of absence will be available without loss of pay for a period not exceeding 3 days.

**37.3.** A further period of leave without pay not exceeding 5 days may be approved.

37.4 The relevant head of an organisational unit has the discretion to extend the above provisions.

37.5 For the purposes of the clause the following definitions shall apply:

- “**partner**” shall include spouse, former partner, de facto partner or same sex partner.
- “**child**” shall include an adult child, adopted child and step child.

## **F – OTHER MATTERS**

### **38 – EQUAL EMPLOYMENT OPPORTUNITIES**

38.1 The parties are committed to equal opportunity and freedom from all forms of discrimination in employment as determined by legislation or by the Senate of the University.

38.2 The University is committed to having policies or programs on the following employment matters:

- equity and equal opportunity;
- prevention of discrimination, harassment and bullying;
- carer and family responsibilities;
- inclusive language;
- disability services;
- grievance resolution for discrimination, harassment and bullying related conflicts;
- Indigenous employment.

38.3 For the purpose of assisting the effective operation of consultative provisions of this Agreement, and to assist the parties in monitoring the achievement of equal opportunity goals the University agrees to provide the union with aggregate data information about equity and diversity on request.

### **39 – INDIGENOUS EMPLOYMENT**

39.1 The University is committed to development and implementation of an Indigenous employment strategy and will include the following principles:

- that a supportive working environment for Indigenous staff requires policies that address racism, support equal employment opportunity and respect the culture and heritage of Aboriginal and Torres Strait Islanders;
- consultation over the strategy with Indigenous staff and communities, the unions and other stakeholders.

39.2 The employment strategy will have the following objectives:

- to increase and encourage Indigenous employment and participation at all levels of work activity;
- to facilitate and encourage the direct involvement of Indigenous employees in determining their own career strategies;
- to ensure effective staff development for Indigenous staff;
- to set targets for the employment of Indigenous staff across the University (taking into account the proportion of the Indigenous population in the catchment area) that will provide for a significant increase in the number of Indigenous staff employed at the end of this Agreement.

39.3 An Indigenous employment strategy working party will be established on certification of this Agreement. The composition will be developed in consultation with the communities and with the parties to the enterprise agreement and will include senior university representation and union representation.

39.4 The working party will develop a strategy for consideration by the University within twelve months of its establishment.

39.5 The University undertakes to have begun implementation of an Indigenous employment strategy within six months of adoption of the strategy.

39.6 The strategy will be reviewed three years after its implementation.

39.7 For the purpose of this clause “Indigenous Australian person” means a person of Aboriginal and / or Torres Strait Island descent who identifies as an Aboriginal and / or Torres Strait Island person and is accepted as such by their community.

#### **40 - ACADEMIC FREEDOM**

40.1 The parties firmly believe that academic staff should not be hindered or impeded in their right to contribute to social change through freely expressing their opinion of state policies and of policies affecting higher education. They should not suffer any penalties because of the exercise of such rights. Subject to these requirements a member of the academic staff is not relieved of those duties and obligations which are inherent in all Acts of Parliaments applying to the University and in the employer-employee relationship, including a duty to abide by the University's Code of Conduct.

40.2 The parties agree that the principle of academic freedom should be scrupulously observed at the University of Queensland. This principle includes the right of academic staff, without fear of discrimination or constriction by prescribed doctrine, to freedom of teaching and discussion, freedom in carrying out research and disseminating and publishing the results thereof, freedom to express freely their opinion about the institution or system in which they work, freedom from institutional censorship and freedom to participate in professional or representative academic bodies.

40.3 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. The parties agree that academic staff-

- should play a significant role in determining the curriculum and standards and methods of teaching;
- in exercising their freedom to carry out research have a responsibility to conduct it in accordance with the principles of intellectual rigor, scientific enquiry and research ethics without any interference or suppression;
- have a right to undertake professional activities that enhance their professional skills or allow for the application of knowledge to the community.

40.4 The parties recognise that academic staff can best do justice to these principles if the environment in which they operate is democratic and collegial and includes the representation of academic staff on major University decision-making bodies such as the University Senate and the University of Queensland NTEU Branch President being a member of the Academic Board.

#### **41 - COMMITMENT TO COLLECTIVE BARGAINING**

The parties agree that present bargaining arrangements at this University have served well and agree that, for the life of this Agreement, bargaining about employment matters will be conducted between the University and the NTEU Branch representing the academic staff of the University. To avoid doubt, nothing in this clause shall operate to restrict the operation of 4.2.

#### **42 - DISPUTE SETTLING PROCEDURES**

42.1 Where any dispute arises as to the application of this Agreement, in the first instance an accredited representative(s) of the union and the appropriate representative(s) of management shall within 5 working days of notification discuss the dispute and attempt to reach written agreement, subject to ratification by either party.

42.2 Where a dispute is not resolved under 42.1 within 10 working days, then the parties will attempt to resolve the disagreement as expeditiously as possible through discussion between the Deputy Vice-Chancellor (Academic) and the President, NTEU Branch. Such discussions should not extend beyond 10 working days except by explicit agreement.

42.3 Until the procedures described in this clause have been exhausted:

- work shall continue in the normal manner;
- no industrial action shall be taken by management or the union;

42.4 Management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute.

42.5 Should the dispute not be resolved by the processes referred to in 41.1 and 41.2 the matter may be referred to the Australian Industrial Relations Commission by either party for determination. The parties agree to be bound by the decision of the Commission.

42.6 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to the Commission under section 111AA of the Workplace Relations Act: "Recommendations by Consent".

42.7 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity or the Commission may act on its own motion to take steps to vary the Agreement.

#### **43 - RE-OPEN NEGOTIATIONS**

43.1 The parties undertake to re-open negotiations no later than a date six months prior to the expiry of this Agreement.

43.2 The University shall provide relevant financial disclosure; provided that this shall not require the University to disclose confidential information, the disclosure of which would be inimical to its interests.

#### **44 – NO EXTRA CLAIMS**

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

Signed for and on behalf of the

NATIONAL TERTIARY	
EDUCATION INDUSTRY UNION	Signature
	Title
	Printed name
in the presence of	Signature
	Printed name
Dated	
Signed for and on behalf of the	
UNIVERSITY OF QUEENSLAND	Signature
	Title
	Printed name
in the presence of	Signature
	Printed name
Dated	

## **SCHEDULE I - LIST OF CODIFIED POLICIES**

Section	Title
1.50.2	Consultative and Other Outside Paid Work
1.70.6	Discrimination and Harassment
4.15.1	Intellectual Property Policy for Staff, Students and Visitors
5.30.5	Job Sharing
5.41.1	Academic Duties and Responsibilities (Lecturer, Senior Lecturer, Reader, Professor)
5.41.2	Academic Duties and Responsibilities (Tutorial Staff)
5.41.5	Appointment, Probation and Confirmation of Continuing Appointment (Academic Staff)
5.41.7	Guidelines for Allocation of Workload for Academic Staff
5.41.8	Part-time and Casual Teaching
5.50.3	Reimbursement of Re-establishment Expenses for New Appointees
5.50.5	Travel Allowances and Reimbursement of Travel Expenses
5.50.12	Superannuation
5.50.13	Withholding Salary during Imprisonment
5.60.5	Academic Staff Absences during Semester
5.60.6	Leave Without Pay
5.60.8	Special Leave
5.60.11	Sick Leave
5.60.13	Bereavement Leave
5.60.14	Civil Emergency Service Leave
5.60.15	Conference Leave
5.60.16	Defence Forces Leave
5.60.17	Examination Leave
5.60.19	Jury Service Leave
5.60.20	Leave to Attend Court
5.60.23	Leave to Contest Elections and Hold Office
5.60.24	Trade Union Training Leave
5.70.1	Staff Appraisal
5.70.8	Staff Grievance Resolution
5.70.13	Medical Conditions Affecting Performance
5.70.15	Annual Review for Academic Staff
5.80.2	Special Studies Program/Assisted Development Program
5.80.12	Academic Staff Promotion (Level A – D)
5.80.18	Promotion to Professor
5.80.16	Incremental Progression of Academic Staff
5.90.1	Resignation
5.90.2	Retirement Age
5.90.3	Termination of Employment

## **SCHEDULE II - MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)**

### **Introduction**

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.

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.

MSAL will not be used as a basis for claims for reclassification.

### **Definitions:**

For the purposes of schedule II and III:

**Program** means the study set for a particular award at the University.

**Course** means a discrete portion of a program with a distinct name and code and offered with an individual unit value.

### **Teaching and research academic staff**

#### **Level 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.

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.

## **Level B**

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.

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.

## **Level C**

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.

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.

## **Level D**

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.

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.

## **Level E**

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.

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.

## **Research academic staff (inclusive of creative disciplines)**

### **Level 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.

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.

#### **Level B**

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.

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.

#### **Level C**

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.

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.

A Level C research academic will provide leadership in research, including research training and supervision.

#### **Level D**

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.

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.

**Level E**

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.

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.

**SCHEDULE III - ACADEMIC STAFF SALARIES**

<b>Classification</b>	<b>Level</b>	<b>Scale</b>	<b>Current rate per annum at 1/1/05</b>	<b>Rate per annum from 1/7/05 (2%)</b>	<b>Rate per annum from 1/1/06 (3%)</b>	<b>Rate per annum from 2/4/06 (1.5%)</b>	<b>Rate per annum from 1/1/07 (4%)</b>	<b>Rate per annum from 1/1/08 (3%)</b>
Professor	E	0101	\$113,504.56	\$115,774.65	\$119,247.89	\$121,036.61	\$125,878.07	\$129,654.41
Reader/ Associate Professor	D	0404	\$97,076.27	\$99,017.80	\$101,988.33	\$103,518.15	\$107,658.88	\$110,888.65
		0304	\$94,089.36	\$95,971.15	\$98,850.28	\$100,333.03	\$104,346.35	\$107,476.74
		0204	\$91,102.09	\$92,924.13	\$95,711.85	\$97,147.53	\$101,033.43	\$104,064.43
		0104	\$88,115.18	\$89,877.48	\$92,573.80	\$93,962.41	\$97,720.91	\$100,652.54
Senior Lecturer	C	0606	\$84,381.53	\$86,069.16	\$88,651.23	\$89,981.00	\$93,580.24	\$96,387.65
		0506	\$82,141.70	\$83,784.53	\$86,298.07	\$87,592.54	\$91,096.24	\$93,829.13
		0406	\$79,901.87	\$81,499.91	\$83,944.91	\$85,204.08	\$88,612.24	\$91,270.61
		0306	\$77,660.94	\$79,214.16	\$81,590.58	\$82,814.44	\$86,127.02	\$88,710.83
		0206	\$75,421.11	\$76,929.53	\$79,237.42	\$80,425.98	\$83,643.02	\$86,152.31
		0106	\$73,180.58	\$74,644.19	\$76,883.52	\$78,036.77	\$81,158.24	\$83,592.99
Lecturer	B	0606	\$70,940.40	\$72,359.21	\$74,529.99	\$75,647.94	\$78,673.86	\$81,034.08
		0506	\$68,700.18	\$70,074.18	\$72,176.41	\$73,259.06	\$76,189.42	\$78,475.10
		0406	\$66,460.01	\$67,789.21	\$69,822.89	\$70,870.23	\$73,705.04	\$75,916.19
		0306	\$64,219.81	\$65,504.21	\$67,469.34	\$68,481.38	\$71,220.64	\$73,357.26
		0206	\$61,979.61	\$63,219.20	\$65,115.78	\$66,092.52	\$68,736.22	\$70,798.31
		0106	\$59,739.45	\$60,934.24	\$62,762.27	\$63,703.70	\$66,251.85	\$68,239.41

Classification	Level	Scale	Current rate per annum at 1/1/05	Rate per annum from 1/7/05 (2%)	Rate per annum from 1/1/06 (3%)	Rate per annum from 2/4/06 (1.5%)	Rate per annum from 1/1/07 (4%)	Rate per annum from 1/1/08 (3%)
Associate Lecturer	A	0808	\$56,752.18	\$57,887.22	\$59,623.84	\$60,518.20	\$62,938.93	\$64,827.10
		0708	\$54,811.17	\$55,907.39	\$57,584.61	\$58,448.38	\$60,786.32	\$62,609.91
		0608*	\$52,869.09	\$53,926.47	\$55,544.26	\$56,377.42	\$58,632.52	\$60,391.50
		0508	\$50,928.11	\$51,946.67	\$53,505.07	\$54,307.65	\$56,479.96	\$58,174.36
		0408	\$48,986.40	\$49,966.13	\$51,465.11	\$52,237.09	\$54,326.57	\$55,956.37
		0308	\$46,596.42	\$47,528.35	\$48,954.20	\$49,688.51	\$51,676.05	\$53,226.33
		0208	\$44,207.16	\$45,091.30	\$46,444.04	\$47,140.70	\$49,026.33	\$50,497.12
		0108	\$41,839.38	\$42,676.17	\$43,956.46	\$44,615.81	\$46,400.44	\$47,792.45

\* 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.

Tutorial Fellow (half-time)	0808	\$28,376.09	\$28,943.61	\$29,811.92	\$30,259.10	31,469.47	32,413.55
	0708	\$27,405.59	\$27,953.70	\$28,792.31	\$29,224.19	30,393.16	31,304.95
	0608	\$26,434.55	\$26,963.24	\$27,772.13	\$28,188.71	29,316.26	30,195.75
	0508	\$25,464.06	\$25,973.34	\$26,752.54	\$27,153.83	28,239.98	29,087.18
	0408	\$24,493.20	\$24,983.07	\$25,732.56	\$26,118.55	27,163.29	27,978.18
	0308	\$23,298.21	\$23,764.18	\$24,477.10	\$24,844.26	25,838.03	26,613.17
	0208	\$22,103.58	\$22,545.65	\$23,222.02	\$23,570.35	24,513.17	25,248.56
	0108	\$20,919.69	\$21,338.09	\$21,978.23	\$22,307.91	23,200.22	23,896.23

<b>Classification</b>	<b>Level</b>	<b>Scale</b>	<b>Current rate per annum at 1/1/05</b>	<b>Rate per annum from 1/7/05 (2%)</b>	<b>Rate per annum from 1/1/06 (3%)</b>	<b>Rate per annum from 2/4/06 (1.5%)</b>	<b>Rate per annum from 1/1/07 (4%)</b>	<b>Rate per annum from 1/1/08 (3%)</b>
Tutorial Assistant		0808	\$14,188.05	\$14,471.81	\$14,905.96	\$15,129.55	\$15,734.73	\$16,209.77
(Honours or		0708	\$13,702.79	\$13,976.85	\$14,396.15	\$14,612.10	\$15,196.58	\$15,652.48
equivalent		0608	\$13,217.27	\$13,481.62	\$13,886.07	\$14,094.36	\$14,658.13	\$15,097.87
Quarter-time)		0508	\$12,732.03	\$12,986.67	\$13,376.27	\$13,576.91	\$14,119.99	\$14,543.59
		0408	\$12,246.60	\$12,491.53	\$12,866.28	\$13,059.27	\$13,581.64	\$13,989.09
		0308	\$11,649.11	\$11,882.09	\$12,238.55	\$12,422.13	\$12,919.01	\$13,306.58
		0208	\$11,051.79	\$11,272.83	\$11,611.01	\$11,785.18	\$12,256.58	\$12,624.28
		0108	\$10,459.85	\$10,669.04	\$10,989.12	\$11,153.95	\$11,600.11	\$11,948.11
Tutorial Assistant		0101	\$9,084.50	\$9,266.19	\$9,544.18	\$9,687.34	\$10,074.83	\$10,377.08
(less than Honours)								

**ACADEMIC STAFF SALARIES - LOADINGS**

<b>Loading Description</b>	<b>Current rate per annum at 1/1/05</b>	<b>Rate per annum from 1/7/05 (2%)</b>	<b>Rate per annum from 1/1/06 (3%)</b>	<b>Rate per annum from 2/4/06 (1.5%)</b>	<b>Rate per annum from 1/1/07 (4%)</b>	<b>Rate per annum from 1/1/08 (3%)</b>
Professorial Merit Loading	\$15,426	\$15,735	\$16,207	\$16,450	\$17,108	\$17,621
Clinical Loading	\$19,647	\$20,040	\$20,641	\$20,951	\$21,789	\$22,443
Para-clinical Loading	\$13,115	\$13,377	\$13,778	\$13,985	\$14,544	\$14,980
Pre-clinical Loading	\$9,838	\$10,035	\$10,336	\$10,491	\$10,911	\$11,238
Dental Loading	\$9,838	\$10,035	\$10,336	\$10,491	\$10,911	\$11,238

**ACADEMIC STAFF  
SALARIES – CASUAL  
RATES**

		<b>Current at 1/1/05</b>	<b>From date agreement certified</b>	<b>From 1/7/05</b>	<b>From 1/1/06</b>	<b>From 2/4/06</b>	<b>From 1/1/07</b>	<b>From 1/1/08</b>
<b>Category</b>	<b>Work Load</b>							
<u>Lecturing</u>								
Basic	1 hour delivery + 2 hours associated work time	\$112.18	\$114.98	\$117.28	\$120.80	\$122.61	\$127.52	\$131.34
Developed	1 hour delivery + 3 hours associated work time	\$149.57	\$153.31	\$156.38	\$161.07	\$163.48	\$170.02	\$175.12
Specialised	1 hour delivery + 4 hours associated work time or distinguished person giving single lecture or small group of lectures	\$186.96	\$191.64	\$195.47	\$201.33	\$204.35	\$212.53	\$218.90
Repeat	1 hour delivery + 1 hour associated work time within 7 days	\$74.79	\$76.66	\$78.19	\$80.53	\$81.74	\$85.01	\$87.56
Clinical	Contact hour	\$114.91	\$117.79	\$120.14	\$123.75	\$125.60	\$130.63	\$134.54
Repeat Clinical	Contact hour	\$76.63	\$78.55	\$80.12	\$82.52	\$83.76	\$87.11	\$89.73
<u>Tutoring</u>								
Base	1 hour delivery + 2 hours associated work time	\$80.04	\$82.04	\$83.68	\$86.19	\$87.49	\$90.99	\$93.72
Repeat	1 hour delivery + 1 hour associated work time within 7 days	\$53.36	\$54.70	\$55.79	\$57.46	\$58.32	\$60.66	\$62.48

**ACADEMIC STAFF SALARIES –  
CASUAL RATES**

		<b>Current at 1/1/05</b>	<b>From date agreement certified</b>	<b>From 1/7/05</b>	<b>From 1/1/06</b>	<b>From 2/4/06</b>	<b>From 1/1/07</b>	<b>From 1/1/08</b>
<u>Tutoring cont'd</u>								
Base plus autonomous academic judgment or major responsibility for tutorial sequence	1 hour delivery + 2 hours associated work time	\$87.87	\$90.07	\$91.87	\$94.62	\$96.04	\$99.89	\$102.88
Repeat	1 hour delivery + 1 hour associated work time within 7 days	\$58.58	\$60.04	\$61.25	\$63.08	\$64.03	\$66.59	\$68.59
Base plus full course co-ordination or PhD	1 hour delivery + 2 hours associated work time	\$95.70	\$98.09	\$100.05	\$103.05	\$104.60	\$108.78	\$112.05
Repeat	1 hour delivery + 1 hour associated work time within 7 days	\$63.80	\$65.39	\$66.70	\$68.70	\$69.73	\$72.52	\$74.70
Clinical	Contact hour	\$76.28	\$78.19	\$79.75	\$82.15	\$83.38	\$86.71	\$89.32
Specialist Music	Contact hour	\$69.19	\$70.92	\$72.34	\$74.51	\$75.63	\$78.65	\$81.01
IML	Contact hour	\$44.75	\$45.87	\$46.78	\$48.19	\$48.91	\$50.87	\$52.39
<u>Marking</u>								
Base	1 hour	\$26.68	\$27.35	\$27.89	\$28.73	\$29.16	\$30.33	\$31.24
Base plus course co-ordination or PhD	1 hour	\$31.90	\$32.70	\$33.35	\$34.35	\$34.87	\$36.26	\$37.35
Advanced - level B status - supervising examiner	1 hour	\$37.39	\$38.33	\$39.09	\$40.27	\$40.87	\$42.51	\$43.78
Advanced - level B status - supervising examiner plus course co-ordination or PhD	1 hour	\$37.39	\$38.33	\$39.09	\$40.27	\$40.87	\$42.51	\$43.78

<b>ACADEMIC STAFF SALARIES – CASUAL RATES</b>		<b>Current at 1/1/05</b>	<b>From date agreement certified</b>	<b>From 1/7/05</b>	<b>From 1/1/06</b>	<b>From 2/4/06</b>	<b>From 1/1/07</b>	<b>From 1/1/08</b>
<u>Music Accompanying with Special Education Services</u>								
Base	1 hour + 1 hour associated work time	\$53.35	\$54.68	\$55.78	\$57.45	\$58.31	\$60.64	\$62.46
Base plus course co-ordination or PhD	1 hour + 1 hour associated work time	\$63.80	\$65.39	\$66.70	\$68.70	\$69.73	\$72.52	\$74.70
<u>Other Required Academic Activity</u>								
Base	1 hour demonstrator working under normal supervision, or additional tutorial involvement, or base teaching – external studies, or personal interviews for social work	\$26.68	\$27.35	\$27.89	\$28.73	\$29.16	\$30.33	\$31.24
Base plus autonomous academic judgement or major responsibility for a demonstration sequence	1 hour demonstrator, or higher teaching – external studies, or nursing sisters – medical student teaching	\$29.29	\$30.02	\$30.62	\$31.54	\$32.01	\$33.30	\$34.29
Base plus course co-ordination or PhD	1 hour	\$31.90	\$32.70	\$33.35	\$34.35	\$34.87	\$36.26	\$37.35
Clinical teaching – psychiatry	Notional hour	\$50.69	\$51.96	\$53.00	\$54.59	\$55.40	\$57.62	\$59.35
Other clinical teaching	Notional hour	\$33.77	\$34.62	\$35.31	\$36.37	\$36.91	\$38.39	\$39.54

**ACADEMIC STAFF  
SALARIES - CASUAL  
RATES**

		<b>Current at 1/1/05</b>	<b>From date agreement certified</b>	<b>From 1/7/05</b>	<b>From 1/1/06</b>	<b>From 2/4/06</b>	<b>From 1/1/07</b>	<b>From 1/1/08</b>
<u>Other Required Academic Activity cont'd</u>								
Music – local artist other than student or full-time member of the School of Music	Lunch time recital Per recital	\$145.35	\$148.98	\$151.96	\$156.52	\$158.87	\$165.23	\$170.18
Music - visiting and overseas artist	Per recital	\$193.82	\$198.66	\$202.64	\$208.72	\$211.85	\$220.32	\$226.93
Music - local artist other than student or full-time member of the School of Music	Other than lunch time recitals – per recital (of at least 1.5 hours)	\$242.24	\$248.29	\$253.26	\$260.85	\$264.77	\$275.36	\$283.62