



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Queensland University of Technology
(AG2023/583)

QUEENSLAND UNIVERSITY OF TECHNOLOGY ENTERPRISE AGREEMENT (PROFESSIONAL STAFF) 2022 – 2025

Educational services

DEPUTY PRESIDENT DOBSON

BRISBANE, 4 APRIL 2023

*Application for approval of the Queensland University of Technology Enterprise Agreement
(Professional Staff) 2022 – 2025.*

[1] An application has been made for approval of an enterprise agreement known as the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2022 – 2025* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Queensland University of Technology (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to s.190(3) of the Act, I accept the undertakings.

[5] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[6] The Agreement does not contain a model consultation term compliant with the Act. Pursuant to section 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[7] I observe that Clause 49 of the Agreement provides for terms that appear inconsistent with section 382 of the Act and may therefore be an unlawful term in accordance with section 194(c) of the Act.

[8] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 39.3.4 – Casual Conversion.

However, noting clause 4.4 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[9] The National Tertiary Education Industry Union (NTEU) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the NTEU.

[10] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE519664 PR760871>



ENTERPRISE AGREEMENT

PROFESSIONAL STAFF

2022 - 2025

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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

ENTERPRISE AGREEMENT (PROFESSIONAL STAFF) 2022-2025

1.0	TITLE.....	3
2.0	APPLICATION OF THE AGREEMENT.....	3
3.0	DATE AND PERIOD OF OPERATION	3
4.0	STATUS OF THIS AGREEMENT.....	3
5.0	DEFINITIONS.....	4
6.0	OBJECTIVES OF THIS AGREEMENT	7
7.0	JOINT CONSULTATIVE COMMITTEE.....	7
8.0	UNION PARTICIPATION AND RESOURCES	8
9.0	JOB SECURITY.....	9
10.0	MANAGING CHANGE	9
11.0	OUTSOURCING	11
12.0	AGREEMENT TO BE DISPLAYED.....	11
13.0	DISPUTES ARISING FROM THIS AGREEMENT	11
14.0	NO EXTRA CLAIMS.....	13
15.0	CLASSIFICATION DESCRIPTIONS	13
16.0	INCREMENTAL PROGRESSION	13
17.0	JOB FLEXIBILITY	13
18.0	JOB EVALUATION	14
19.0	LINKED CLASSIFICATIONS	14
20.0	SALARY DIVISOR	15
21.0	SALARY INCREASES AND RATES OF PAY.....	15
22.0	ALLOWANCES	16
23.0	SUPERANNUATION.....	17
24.0	FLEXIBLE REMUNERATION SCHEME	17
25.0	WORK CYCLE.....	18
26.0	PATTERNS OF WORK.....	18
27.0	HOURS OF WORK AND PENALTIES.....	18
28.0	NON-CUMULATION OF OVERTIME AND PENALTIES	19
29.0	WEEKEND PENALTIES FOR CASUAL STAFF MEMBERS	19
30.0	WORK PATTERN CHANGE CONSULTATION	20
31.0	OVERTIME.....	20
32.0	TIME OFF IN LIEU	22
33.0	MEAL BREAKS	23
34.0	REST PAUSES	23
35.0	ON-CALL	23
36.0	PUBLIC HOLIDAYS.....	24
37.0	LEAVE ENTITLEMENTS	24
38.0	PURCHASED LEAVE SCHEME	30
39.0	CATEGORIES OF APPOINTMENT.....	30
40.0	CONVERSION FROM FIXED-TERM APPOINTMENT TO AN ONGOING APPOINTMENT	34
41.0	MODES OF EMPLOYMENT	35
42.0	INDIVIDUAL FLEXIBILITY ARRANGEMENT.....	36
43.0	ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT	37
44.0	JOB SHARING	39
45.0	CODE OF CONDUCT	39
46.0	INTELLECTUAL FREEDOM	40
47.0	ANTI-BULLYING, HARASSMENT AND COMPLAINT HANDLING FRAMEWORK	40
48.0	CAREER PLANNING, DEVELOPMENT AND PERFORMANCE EXPECTATIONS	40
49.0	PROBATION	41
50.0	WORKLOADS	43
51.0	MANAGING UNSATISFACTORY PERFORMANCE.....	44
52.0	DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT	47
53.0	COMMITTEES.....	50

54.0	MEDICAL CONDITIONS AFFECTING WORK	52
55.0	TERMINATION OF EMPLOYMENT	53
56.0	VOLUNTARY AND INVOLUNTARY REDUNDANCY	56
57.0	REDEPLOYMENT	59

SCHEDULE ONE: CLASSIFICATION DESCRIPTIONS FOR PROFESSIONAL STAFF POSITIONS	60
---	-----------

SCHEDULE TWO: MINIMUM RATES OF PAY AND ALLOWANCES	70
--	-----------

SCHEDULE THREE: CONTINGENT RESEARCH FUNDED APPOINTMENTS.....	75
---	-----------

1.0 TITLE

This Agreement will be known as the Queensland University of Technology Enterprise Agreement (Professional Staff) 2022 – 2025.

2.0 APPLICATION OF THE AGREEMENT

This Agreement has been negotiated between the University, the National Tertiary Education Industry Union and an individual bargaining representative and subject to the terms of approval will cover:

- (a) Queensland University of Technology (the University);
- (b) Professional staff employed at the University in classification levels HEW 1 to HEW 10 inclusive, and professional staff employed as trainees;
- (c) National Tertiary Education Industry Union; and
- (d) Australian Municipal, Administrative, Clerical and Services Union (ASU/Together).

3.0 DATE AND PERIOD OF OPERATION

This Agreement will operate from seven (7) days after the date it is approved by the Fair Work Commission and has a nominal expiry date of 31 December 2025.

The University and the Union agree to commence negotiations for a replacement agreement at a date agreed by the parties to this Agreement. The University and the Union will endeavour to provide each other with an initial set of claims at the commencement of negotiations.

4.0 STATUS OF THIS AGREEMENT

The status of this Agreement in relation to other industrial instruments and conditions of employment is as follows:

4.1 Relationship with previous agreements

This Agreement replaces and prevails over any other agreement that might otherwise apply to Staff Members covered by this Agreement.

4.2 Relationship with Awards

This Agreement displaces all relevant awards that might otherwise apply to Staff Members covered by this Agreement.

4.3 Relationship with University Policies

The negotiated terms and conditions of employment for professional Staff Members are outlined in this Agreement. Policies for other conditions and benefits affecting employment are contained in the Queensland University of Technology Manual of Policies and Procedures ('Manual of Policies and Procedures') and may, subject to the following paragraph, be changed from time to time by the University. These policies do not form part of this Agreement.

The University agrees that no substantive changes will be made to existing University policies which directly affect the employment conditions of professional Staff Members without reasonable notice and prior Consultation with affected Staff Members and Unions.

4.4 Relationship with National Employment Standards

The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will prevail to the extent of the inconsistency.

4.5 Reference to Organisational units or Position Titles

Reference to an area such as Business Unit, Department, School, Discipline, Institute, Division, Portfolio or equivalent includes any subsequent or alternative entity undertaking those functions. Reference to a position title includes any changed title performing similar functions.

5.0 DEFINITIONS

5.1 'Agreement'

Agreement means this agreement *Queensland University of Technology Enterprise Agreement (Professional Staff) 2022 – 2025*.

5.2 'Authorising Officer'

Authorising Officer means the Vice-Chancellor and President, Vice-President (Administration) and University Registrar, head of the relevant organisational area, usually the Head of Division or Executive Dean of Faculty or nominee or delegate, as referred to in the University's Delegations' Register as amended from time to time.

5.3 'Consultation'

Consultation means the conferring between the University and the affected Staff Member(s) and the Union, in such a way that the participants could have the opportunity to contribute to and influence the decision. At the request of the Staff Member(s) or the Union(s), Consultation will also occur at the Joint Consultative Committee (JCC).

5.4 'Continuous Service'

Continuous Service means a period of service, which is unbroken.

A Staff Member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed three (3) months.

For the purposes of subclause 5.4, breaks between fixed-term appointments of up to six (6) weeks on each occasion will not constitute breaks in service in a fixed-term position. Periods of approved unpaid leave will not count for service in a fixed-term position, but will not constitute breaks in service in a fixed-term position for the purposes of this subclause.

5.5 'Disciplinary Action'

Disciplinary Action means action by the University to discipline a Staff Member and is defined as:

- (a) in relation to Misconduct and/or unsatisfactory performance, action by the University to discipline a Staff Member:
 - (i) formal censure or reprimand;
 - (ii) formal warning;

- (iii) withholding of an increment;
 - (iv) demotion;
 - (v) suspension with, or without pay;
 - (vi) reallocation of duties;
 - (vii) a requirement to undertake further training; and
- (b) in relation to unsatisfactory performance and Serious Misconduct, action by the University to discipline a Staff Member including one or more of the ways referred to in subclause 5.5(a), and termination of employment with notice, or in relation to Serious Misconduct with or without notice.

5.6 'Family'

Family includes:

- (a) spouse (including a current or former spouse, de facto spouse, or partner, regardless of gender identity or sexuality) of the Staff Member;
- (b) a child (including an adult child, adopted child, step child and ex nuptial child), parent or step parent, grandparent, grandchild or sibling of either the Staff Member or their spouse; and
- (c) a person, who due to kinship, cultural or religious beliefs is considered a member of the Staff Member's family.

5.7 'Misconduct'

Misconduct means conduct that is unsatisfactory but which is not so serious as to justify the possibility of termination of employment.

5.8 'Negotiation'

Negotiation shall mean holding discussions and making genuine efforts to resolve differences and reach agreement.

5.9 'Partner'

Partner means spouse including a current or former: spouse, de facto spouse, or partner, regardless of gender identity or sexuality.

5.10 'Primary Carer'

Primary Carer means a person who assumes the principal role of having responsibility of, and providing care to a child.

5.11 'Representative'

Representative means a person chosen by an affected Staff Member or the University to assist or represent them. At the choice of the Staff Member this person may be a Union officer or official.

This excludes a person who is currently practising as a solicitor or barrister.

5.12 'Serious Misconduct'

Serious Misconduct is misconduct of a serious and wilful nature which is conduct of a type that would make it unreasonable to require the University to continue employment of the Staff Member concerned and is normally limited to:

- (a) theft from the University, or from staff or students;
- (b) assault involving another staff member, or student, or which is occasioned on campus or at a work related function or activity;
- (c) sexual assault;
- (d) sexual harassment;
- (e) harassment;
- (f) bullying;
- (g) fraudulent conduct;
- (h) conduct of a kind which constitutes a significant impediment to the carrying out of a Staff Member's duties or to the Staff Member's colleagues carrying out their duties;
- (i) conviction by a court of an offence or judgment entered in a court or tribunal which constitutes a serious impediment of the kind referred to in subclause 5.12(h);
- (j) conduct of a serious or repeated nature which in the reasonable opinion of the Vice-Chancellor and President breaches the University's Code of Conduct;
- (k) serious dereliction of the duties required of the Staff Member's position;
- (l) wilful conduct in bad faith which is reasonably likely to significantly damage the University's reputation;
- (m) refusing to carry out a lawful and reasonable instruction that is consistent with the Staff Member's contract of employment;
- (n) conduct that causes serious or imminent risk to the health or safety of a person; or
- (o) being intoxicated when performing work activity. A Staff Member is taken to be intoxicated if the Staff Member is under the influence of intoxicating alcohol or a drug (except where administered by, or taken in accordance with the direction of, a person lawfully authorised to administer the drug).

5.13 'Significant Consequences'

Significant Consequences referred to in clause 10.0 include but are not limited to:

- (a) substantial changes in the composition, operation or size of the University workforce or in the skills required;
- (b) the restructuring of organisational units;
- (c) variation to the delivery of University services which impact on its staffing structure; or
- (d) any changes likely to lead to job losses.

5.14 'Staff Member'

Staff Member means a member of the staff employed by the University as defined in clause 2.0(b) of this Agreement.

5.15 'Supervisor'

Supervisor means a staff member whose position (consistent with the Classification Descriptions contained in Schedule One) requires them to be responsible for the supervision of a professional Staff Member(s). A Supervisor may be an academic member of staff.

5.16 'The University'

The University means the Queensland University of Technology as the employer.

5.17 'Union(s)'

The Union(s) means the National Tertiary Education Industry Union (NTEU) and Australian Municipal, Administrative, Clerical and Services Union (ASU / Together).

5.18 'University Registrar'

The University Registrar means the person appointed to be the Vice-President (Administration) and University Registrar of the University and includes anyone acting in that role on a temporary basis, or any nominee of the Vice-President (Administration) and University Registrar.

5.19 'Vice-Chancellor and President'

Vice-Chancellor and President means the person appointed to be the Vice-Chancellor and President of the University, and includes anyone acting in that role on a temporary basis, or any nominee of the Vice-Chancellor and President.

5.20 'Vice-President (People) and Chief People Officer'

Vice-President (People) and Chief People Officer (**Chief People Officer**) means the person appointed to be the Chief People Officer of the University and includes anyone acting in that role on a temporary basis or any nominee of the Chief People Officer.

6.0 OBJECTIVES OF THIS AGREEMENT

The objectives of the Agreement are to:

- (a) create and maintain harmonious workplace relations at the University;
- (b) provide competitive pay and conditions in recognition of the contribution made by professional staff and to strengthen the University's ability to attract and retain staff of the highest quality;
- (c) provide for the participation of staff in the implementation of changes to support the University's mission while minimising adverse impacts on staff;
- (d) support strategies that enhance the University's position as a leading tertiary education and research provider;
- (e) strengthen the University's competitive advantage through improvements in productivity, efficiency, effectiveness, quality, flexibility and equity through the contribution of professional staff; and
- (f) foster the development of a positive, safe and productive workplace culture underpinned by co-operative and consultative approaches to work.

7.0 JOINT CONSULTATIVE COMMITTEE

- 7.1 A Joint Consultative Committee (JCC) will be formed to consult on the implementation of this Agreement and to act as a forum for discussion of various workplace relations issues.

- 7.2** JCC is a committee comprising of five (5) representatives from the University and five (5) Union representatives (comprising of two (2) Academic staff members, two (2) Professional Staff Members and one (1) Union official).
- 7.3** The JCC will determine its own procedures of operation however meetings of the JCC can be convened at the request of the University or the Union(s). There will generally be meetings scheduled every two (2) months between February and November each year, unless otherwise agreed by the JCC.

8.0 UNION PARTICIPATION AND RESOURCES

The University recognises the contribution of effective Union organisation to productive workplace relations as well as assisting Staff Members in understanding their terms and conditions of employment, and their entitlements contained within the provisions of this Agreement. To facilitate this, the following arrangements are available:

8.1 Union delegates

- 8.1.1** Union delegates may meet with Staff Members they represent in the workplace and will be provided with reasonable time during normal working hours and as part of their normal duties for the purposes of holding discussions, reporting on matters relevant to the Agreement or ascertaining Staff Members' views or concerns.
- 8.1.2** Union delegates will be provided with time off during normal working hours to attend one (1) delegate meeting per month for one (1) hour and fifteen (15) minutes on each occasion which may occur in conjunction with a lunch break to provide for a maximum meeting duration of two (2) hours plus any necessary travel time.
- 8.1.3** The Union shall provide the Chief People Officer with a list of names of Staff Members recognised as Union delegates.

8.2 Union meetings

- 8.2.1** Staff Members covered by this Agreement may attend paid time meetings conducted by the Union. These meetings may be of up to two (2) hours duration, held one (1) hour either side of the lunch period, up to four (4) times per year. Such meetings will not disrupt normal work programs and activities.
- 8.2.2** The Union will provide no less than twenty-four (24) hours' notice of the intention to hold such meetings to the relevant head of organisational area, and to the Chief People Officer where the meeting involves Staff Members from more than one (1) area. The Union will ensure such meetings do not interfere with the performance of duties of Staff Members and will, as far as possible, be held in meal breaks or other breaks.

8.3 Union resources

- 8.3.1** The University will provide the facility for the deduction of Union dues from salary with an appropriate administration fee charged to the Union as determined by the University.
- 8.3.2** Unions may use a designated email address and internal mail systems to communicate on industrial issues with the Staff Members they represent.
- 8.3.3** The University will provide at least one (1) fully equipped office for the use of the Union.
- 8.3.4** The Union will be provided with access to designated notice boards within the University to display Union material.

- 8.3.5** At the University-wide induction for new staff, generally held once every six (6) months the University will provide one (1) stall for the Union to be staffed by no more than two (2) Staff Members and/or Union officials.
- 8.3.6** Staff Members who are members of the Union may access Trade Union Leave, as per clause 37.0 (Leave Entitlements).
- 8.3.7** The activities of Staff Members involved in the JCC will be recognised as part of their University duties for the purposes of workload management. The relevant Supervisor will be advised of the Staff Member's involvement, in writing, including prior notice of JCC commitments.

9.0 JOB SECURITY

- 9.1** The University reaffirms that it highly values its professional staff as a critical element in the provision of quality service. The University is committed, in accordance with this Agreement, wherever possible, to retaining the services of, and offering ongoing opportunities to, current Staff Members.
- 9.2** The University will strenuously explore options to avert job reductions and wherever possible, widespread redundancies will be avoided. Involuntary redundancies will be used as a last resort and should be avoided if possible. Any job reductions will occur, in the first instance, through natural attrition and voluntary measures, which may include part-time work, redeployment, retraining and voluntary redundancy. Following such attempts, the following measures shall be implemented:
- (a) Voluntary Redundancy Packages may be offered as outlined in clause 56.0;
 - (b) Redeployment procedures shall be undertaken in accordance with clause 57.0.

10.0 MANAGING CHANGE

- 10.1** The effective management of workplace change requires the involvement of people who will be directly affected by that change.
- 10.2** The affected Staff Member(s) may appoint a Representative for the purposes of the procedures in this clause 10.0.
- 10.3** If:
- (a) the affected Staff Member(s) appoint a Representative for the purposes of Consultation; and
 - (b) the affected Staff Member(s) advise the University of the identity of the Representative, the University must recognise the Representative.
- 10.4** Following a decision by the University that changes are required in organisation, structure or technology which may have Significant Consequences as defined in subclause 5.13, the University will develop a change proposal including an implementation plan and consult with affected Staff Member(s) and the relevant Union(s) about the proposed changes, the need for the change and the proposed implementation plan for the change, and strategies and

process to be followed where there is a possibility that Staff Members may be made redundant (clause 56.0 Voluntary and Involuntary Redundancy).

- 10.5** The Consultation will have the aim of reaching agreement where possible about the impact of that change on the work or conditions of Staff Member(s) and will include the timetable for change, consideration of alternative ways of introducing change and means of avoiding detrimental outcomes for Staff Member(s). Consultation will normally be for a period of twenty (20) working days or other period by mutual agreement with the relevant Union(s). At least one (1) meeting will be offered to the relevant Union(s) during the twenty (20) working day Consultation period to respond to feedback and/or provide clarification of information.

This Consultation will provide sufficient time for affected Staff Members and the relevant Union(s) to have meaningful input into the final decision about the proposed change, the development of a change process and the implementation of the change process.

- 10.6** When there is a possibility of redundancy the proposed change proposal and implementation plan will include consideration of measures to achieve job reductions without increasing the average workload of organisational units and ensuring that any job losses are genuine redundancies, and the Consultation will include Consultation about those measures with the aim of reaching agreement on the implementation plan.

- 10.7** The proposed implementation plan will also include:

- (a) the reduction to be achieved in terms of either staffing costs or number of staff;
- (b) the timetable for achieving staff reductions;
- (c) the preferred measures for achieving staff reductions, including natural attrition if relevant;
- (d) consideration of all measures to avoid redundancy including retraining and redeployment, voluntary flexible working arrangements, consideration of job swap arrangements, and one (1) or more rounds of voluntary redundancy;
- (e) objective criteria to be used to determine proposed redundancies (if required);
- (f) work no longer required to be performed and/or where work will be undertaken elsewhere; and
- (g) where ongoing Staff Members are proposed to be made redundant, in relation to their role:
 - (i) details will be provided regarding what work is no longer required;
 - (ii) which positions are to undertake work that is still required; and
 - (iii) how remaining work will be accommodated within the workload of existing Staff Members.

All relevant information and data will be provided to assist in Consultations. In any discussions, the University will not be required to disclose information that would be adverse to the University's interests.

- 10.8** Following the Consultation process contemplated by this clause as per 10.5, the University will finalise its change decision including the implementation plan taking into account matters raised during the Consultation.

- 10.9** Any proposed job losses resulting from change will be handled in accordance with clause 56.0.

- 10.10** A review of the implemented change may be conducted as required, following a relevant period of time such as twelve (12) to eighteen (18) months following full implementation.

11.0 OUTSOURCING

- 11.1** Consistent with clause 10.0, where the University proposes new outsourcing arrangements or new outsourced functions or services (including contracting out of an entire and/or partial function or service currently being undertaken by University staff), the University will initiate Consultation with affected Staff Members and the relevant Union(s). Such Consultation will occur prior to any final decision by the University to take any steps to outsource the function or service.
- 11.2** For the purposes of this clause, “new outsourcing arrangements” does not include existing outsourcing arrangements in place on the operative date of this Agreement.
- 11.3** The University will provide relevant information on the proposal including why it considers contracting out to be necessary and shall consult in good faith about whether the work should be contracted out and alternatives to contracting out to minimise any possible impact on existing Staff Members.
- 11.4** The University will report to the JCC on the outcome of the Consultation process and the rationale for the decision made.

11.5 Post Implementation Review

A review of any outsourcing arrangement will be conducted by the University prior to the renewal of the outsourcing contract. The review report will be provided to the JCC.

12.0 AGREEMENT TO BE DISPLAYED

A copy of this Agreement will be available on the University’s website and on request from the Human Resources Department.

13.0 DISPUTES ARISING FROM THIS AGREEMENT

13.1 Scope

- 13.1.1** This procedure applies to disputes arising out of this Agreement or arising in relation to the National Employment Standards.
- 13.1.2** Grievances that do not relate to the interpretation or implementation of this Agreement, such as individual grievances, can be dealt with under the Staff Complaints Policy as contained in Chapter B of the Manual of Policies and Procedures.

13.2 Internal Dispute Resolution Processes

- 13.2.1** The University, Staff Member(s) directly affected by the matters in dispute or a Union covered by this Agreement (parties to the dispute) will refer a dispute to the Chief People Officer. The Chief People Officer may:
- (a) discuss the matter privately with the parties to the dispute; and/or
 - (b) seek advice and/or clarification concerning the matters in dispute from the parties to the dispute or other person(s); and/or

- (c) at any time, and if required by a party to the dispute, arrange a conference of the parties to the dispute in order to discuss and seek to resolve the dispute.

13.2.2 The Chief People Officer may propose a basis for resolution in writing to the parties to the dispute.

13.2.3 The parties to the dispute will take all reasonable steps to undertake the processes required by subclause 13.2.1 and 13.2.2 normally within ten (10) working days (unless the parties agree otherwise) of the matter being referred to the Chief People Officer.

13.2.4 A resolution reached under subclause 13.2 will only be binding on the University if accepted in writing by the Chief People Officer on behalf of the University and by the other party / parties to the dispute.

13.3 Resolution by the Fair Work Commission

13.3.1 If a dispute is not resolved pursuant to subclause 13.2, a party to the dispute may refer the matter to the Fair Work Commission for resolution by conciliation and/or arbitration.

13.3.2 If the matter is resolved following a reference to the Fair Work Commission then:

- (a) subject to any right of appeal, the resolution will be binding on the parties to the dispute; and
- (b) the parties to the dispute must take immediate steps to implement the resolution, including where necessary by making any changes required to work arrangements or the organisation of work required by the resolution.

13.4 Arrangements while Dispute Resolution Procedures are being followed

13.4.1 Until the procedures set out in subclauses 13.2 and 13.3 are exhausted:

- (a) work shall continue in the normal manner (other than with respect to bona fide health and safety issues);
- (b) no industrial action shall be taken by a party to the dispute;
- (c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute, except as reasonably required to protect the welfare, health and safety of staff members or others; and
- (d) parties to the dispute shall not take any other action likely to exacerbate the dispute.

13.5 Representation

The parties to the dispute may be represented or assisted by a person of their choice at any stage during this process.

13.6 Obligation to act in good faith

13.6.1 Parties to a dispute will comply with the following when utilising this Dispute Resolution Procedure:

- (a) disputes dealt with under this Disputes Resolution Procedure must be genuine disputes which are sought to be resolved in good faith;
- (b) disputes will not be raised or progressed for any purpose other than the effective resolution of the specific dispute;
- (c) all parties to a dispute will cooperate to ensure that disputes are resolved as quickly and efficiently as possible; and

- (d) the requirements of subclause 13.4 will not be invoked by any party to a dispute in a way which unreasonably or unnecessarily obstructs the organisation or operational affairs of the University or any part of it, and, where appropriate, parties to a dispute will negotiate in good faith to reach an agreement on how the requirements of subclause 13.4 are to be applied to meet this objective.

14.0 NO EXTRA CLAIMS

The parties covered by this Agreement agree not to pursue any further claims in respect of enterprise bargaining other than in relation to clause 3.0 prior to the nominal expiry date of this Agreement.

15.0 CLASSIFICATION DESCRIPTIONS

The classification descriptions for professional staff positions (Higher Education Workers HEW Levels 1 to 10 excluding research assistants and senior research assistants) are contained in Schedule One. The classification descriptors outline broad categories of required responsibilities and skill level for professional staff positions and are utilised to inform the job evaluation process.

16.0 INCREMENTAL PROGRESSION

- 16.1** Incremental progression is available for Staff Members classified at HEW Levels 1 to 10 inclusive, excluding casual Staff Members and those Staff Members at the top salary point of the relevant HEW Level (2 to 10).

- 16.2** On completion of twelve (12) months satisfactory service on the highest increment of HEW 1 an eligible Staff Member will progress to the first increment of HEW 2, unless a formal procedure relating to unsatisfactory performance (clause 51.0) is commenced at least four (4) weeks before the increment is due.

Incremental progression will then be available through HEW 2 in accordance with the provisions of this clause.

- 16.3** For HEW 2 and above, on completion of twelve (12) months satisfactory service, a Staff Member will progress to the next increment within the salary scale unless a formal procedure relating to unsatisfactory performance (clause 51.0) is commenced at least four (4) weeks before the increment is due.

- 16.4** Where unsatisfactory performance, as per subclause 51.2, has been invoked and is subsequently resolved satisfactorily as per subclause 51.2.4, the Staff Member's increment will be effective from the date the decision was made that the Staff Member had demonstrated satisfactory performance.

17.0 JOB FLEXIBILITY

Staff Members are required to perform duties as nominated by the University consistent with the classification descriptions detailed in Schedule One. Staff Members performing new duties will receive training where appropriate and/or instruction prior to commencing such tasks. Staff Members may be required to participate in job rotation or multi-skilling in consultation with their Supervisor.

18.0 JOB EVALUATION

- 18.1** A job evaluation process is used to determine the appropriate classification level for professional staff positions that:
- (a) are new; or
 - (b) the current classification does not accurately reflect the ongoing work required to be performed.

This process will be conducted as efficiently and expeditiously as possible.

- 18.2** Guidelines are located on the Human Resources website and do not form part of the Agreement.

18.3 Review of unsuccessful application for a job evaluation

Where the Supervisor and/or Head of School, Division, Faculty or Institute does not approve that a job evaluation process should commence, the Staff Member may submit an application for review to the Chief People Officer who will make a decision on whether the application should proceed.

18.4 Review of job evaluation assessment outcome

Where the Staff Member is dissatisfied with the outcome of the job evaluation assessment by the Human Resources Department, the Staff Member may submit an application for review to the Chief People Officer who will convene a Review Panel.

The Review Panel will consist of:

- (a) one (1) University nominee; and
- (b) one (1) Union nominee.

Nominees will be selected from a pool of four (4) staff, comprising of two (2) University nominees and two (2) Union nominees, trained in job evaluation.

The Panel will review the application and report to the Chief People Officer who will make a decision.

18.5 Date of effect

Where the outcome of the job evaluation process is reclassification to a higher level, the new classification level will take effect from the date the completed application is received by the Human Resources Department, or earlier date as approved by the Chief People Officer.

19.0 LINKED CLASSIFICATIONS

- 19.1** The Linked Classification Guidelines are located on the Human Resources website and do not form part of the Agreement.
- 19.2** The Linked Classification Scheme – Professional Staff facilitates the linking of two (2) or more HEW classification levels to meet the strategic and operational needs of an organisational area.
- 19.3** The position description for a linked position will include a description of the range of duties and/or accountabilities for the position at each classification level consistent with the descriptors. Where the organisational area requires the advanced skills, knowledge and

experience of a higher level to be performed, a Staff Member will be appointed to a classification level consistent with the range of duties and accountabilities to be undertaken, and their skills and experience.

19.4 Progression from the lower to the higher classified level will occur if all the requirements for advancement (see Guidelines) to the higher level are met.

19.5 In exceptional circumstances a Staff Member in a linked position may meet the criteria of the higher level position before reaching the highest increment step of the base position. In such a situation the position holder may be considered for advancement to the level of classification of the work they are performing.

20.0 SALARY DIVISOR

20.1 Annual Divisor

The effective fortnightly divisor for salaries that are expressed as an amount per annum is 26.071.

21.0 SALARY INCREASES AND RATES OF PAY

21.1 Salary increases

This Agreement provides for increases in salary rates as follows:

(a) 4.8% paid as follows:

- (i) 3% payable as an Administrative increase from the first full paid period on or after 1 December 2022; and
- (ii) the remaining 1.8% (calculated on the rate prior to the increase at clause 21.1(a)(i)) payable from the first full pay period following successful ballot of this Agreement; and

(b) 3.8% from the first full paid period on or after 1 December 2023; and

(c) 3.5% from the first full paid period on or after 1 December 2024; and

(d) 2% from the first full paid period on or after 1 December 2025.

21.2 Minimum payable rates of pay

Schedule Two sets out the salary scale of minimum pay rates for full-time professional staff.

21.3 Apprentice rates of pay

Apprentices will be appointed to step 1 of the HEW Level 2 classification salary rate and are eligible to increment after twelve (12) months satisfactory Continuous Service.

21.4 Trainee rates of pay

The University may employ trainees pursuant to a training contract registered with the relevant State Training Authority. Trainees will be paid in accordance with the National Training Wage provisions in the *Higher Education Industry – General Staff – Award 2020* (or successor award).

22.0 ALLOWANCES

22.1 Allowance increases

This Agreement provides allowance increases in accordance with subclause 21.1, as set out in Schedule Two.

22.2 Meal allowances during overtime

Meal allowances during overtime worked by a Staff Member will be paid as prescribed in subclause 31.7.

22.3 Higher duties allowance

22.3.1 When a full-time or part-time Staff Member is requested and has agreed to temporarily perform duties of a higher classified position (e.g. acts in a vacant position or replaces a staff member on leave) for five (5) consecutive working days or more, the Staff Member will be paid an allowance equivalent to the difference between their own salary and the minimum salary of the higher classification.

22.3.2 On completion of twelve (12) months satisfactory service in a higher position the Staff Member will receive an incremental progression to the next step on the acting HEW Level.

22.3.3 A higher duties allowance may be paid in full or in part. Where the full duties of the higher classified position are required to be performed, the allowance will be paid at 100%. Where a Staff Member is not required to perform the full range of duties of the position being relieved, higher duties will be paid on a pro-rata basis equivalent to the percentage of duties required to be performed.

22.3.4 Recreation leave taken during a period of higher duties will be paid at the higher duties rate, provided that the Staff Member is acting in the higher position, both immediately before and after the period of recreation leave. Recreation leave taken immediately at the end of a period of higher duties will be paid at the higher duties rate where immediately prior to the taking of recreation leave the Staff Member has received higher duties for a minimum of eight (8) weeks.

22.4 First aid allowance

22.4.1 Full-time and part-time Staff Members eligible for first aid allowance will be paid per fortnight.

22.4.2 Where an eligible Staff Member is designated as a First Aid Officer and the Staff Member agrees in writing to undertake the role of a First Aid Officer the University will:

- (a) fund the obtaining and renewal of first aid certificates; and
- (b) pay an allowance per fortnight (full allowance will be paid regardless of mode of employment), in addition to the Staff Member's ordinary rate of pay.

22.5 Sanitary allowance

An allowance per fortnight (full allowance will be paid regardless of mode of employment) is payable to a Staff Member required to clean toilets connected with septic tanks or sewerage, in addition to the normal rate of pay.

22.6 Tool allowance

A tool allowance per fortnight (full allowance will be paid regardless of mode of employment) will be paid to Electrical Trades and Building Trades staff who are required to supply and use their own tools.

22.7 Field trip allowances

Staff Members who are required to participate in field trip programs and camp out overnight in accommodation other than hotels, motels or registered lodging houses, and who are not supplied with complimentary accommodation and meals, will be paid an allowance per night.

22.8 Language allowance

The provisions relating to language allowance eligibility are contained in subclause 43.3.

23.0 SUPERANNUATION

23.1 The University will provide 17% employer superannuation contributions to fixed term and ongoing Staff Member, including on any higher duties salary, subject to the terms of the Staff Members' superannuation fund and any associated trust deed. If a Staff Member has chosen a superannuation fund which does not accept a 17% employer superannuation contribution, the University will pay the highest allowable contribution up to 17%.

23.2 The University will provide casual Staff Member an employer superannuation contribution consistent with the Superannuation Guarantee contributions as required by relevant legislation.

23.3 The University's nominated default superannuation fund is UniSuper. In the event that a Staff Member does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.

24.0 FLEXIBLE REMUNERATION SCHEME

24.1 The Flexible Remuneration Scheme is available to all ongoing and fixed-term Staff Members, provided that the fixed-term appointment is for a minimum period of twelve (12) months.

24.2 Eligible Staff Members may enter into a Flexible Remuneration Scheme with the authorised providers of the University.

24.3 The Scheme provides for Staff Members to package gross salary, in return for non-cash benefits offered by the University. Staff Members are required to meet the full cost of the provision of such benefits and associated taxation and administration costs.

24.4 Participation in the Scheme is voluntary and reviewed annually. Participants are encouraged to seek financial advice prior to participating in the Scheme. Staff Members who choose not to seek financial advice will be required to sign a release form and submit it to the Human Resources Department.

24.5 Allowances and/or payments not paid as part of base salary such as overtime, field trip allowance, meal allowance or higher duties allowance will not be considered as part of gross salary for the purposes of flexible remuneration.

25.0 WORK CYCLE

25.1 Professional staff

Full-time Staff Members are appointed to work a work cycle of 72.5 hours over a two (2) week cycle. Part-time and casual Staff Members will work the contracted hours over a two (2) week cycle, within the limits prescribed in subclauses 41.2 (for part-time Staff Members) and 39.3.2 (for casual Staff Members).

26.0 PATTERNS OF WORK

26.1 The University has two (2) different work patterns within the work cycle defined in subclause 25.1 for fixed-term and ongoing professional Staff Members as follows:

- (a) a span of hours (refer clause 27.0); and
- (b) an Individual Flexibility Arrangement whereby the span of hours is agreed between the Staff Member and the University (refer clause 42.1(a)(i)).

27.0 HOURS OF WORK AND PENALTIES

(excluding casual Staff Members – casual Staff Members do not have a span of hours)

27.1 Span of hours

Staff Members will be required by the University to work within the span of hours in accordance with the category in which the Staff Member is employed except where an Individual Flexibility Arrangement is introduced (see clause 42.1(a)(i)).

27.2 The span of hours for each category of fixed-term and ongoing Staff Member is as follows:

* The 115% penalty (for work outside of 8am-6pm Monday to Friday) does not apply to the hours of work varied in a Staff Member's Individual Flexibility Arrangement (see clause 42.1(a)(i)).

Category of fixed-term and ongoing Staff Members	Days	Span of Hours	Penalties of ordinary rate of pay
All Library Staff Book Shop Staff	Monday to Sunday	Open Span	115% for work outside of 8am - 6pm Mon – Fri * 150% for the first three (3) hours, and 200% thereafter on Saturdays 200% for work on Sundays
QUT Precincts Venues and Events Staff (including Technicians, IT, Events, Public Program, and Visitor Service staff)		Open Span	115% for work outside of 8am - 6pm Mon – Fri *

Category of fixed-term and ongoing Staff Members	Days	Span of Hours	Penalties of ordinary rate of pay
Learning Environments and Technology Services (Technology support staff) (LETS)		6am to 10pm	150% for the first three (3) hours, and 200% thereafter on Saturdays 200% for work on Sundays
Health Clinics	Monday to Friday Saturday	7am to 9pm 7am to 2pm	125% for work on Saturdays
All professional staff unless specified in another category in this table.	Monday to Friday	8am to 6pm	N/A
Building Officers, Forepersons, Groundstaff, Attendants, Electrical Trades Staff, Building Trades Staff, Caretakers		6am to 6pm	N/A
Cleaning Staff		5am to 6pm	N/A
Research Assistants/ Senior Research Assistants	Monday to Sunday	Open Span	115% for work outside of 8am - 6pm Mon – Fri *

27.3 Open Span

Open Span means Staff Members can work during the twenty-four (24) hour cycle over any five (5) consecutive days (or otherwise as agreed by the Staff Member in exceptional circumstances) from Monday to Sunday.

28.0 NON-CUMULATION OF OVERTIME AND PENALTIES

Penalty rates and overtime are not cumulative. Where a Staff Member is entitled to more than one (1) penalty or overtime, the Staff Member will be entitled to only the higher of these.

29.0 WEEKEND PENALTIES FOR CASUAL STAFF MEMBERS

29.1 Subject to the exceptions listed below in subclause 29.2, all time worked by a casual **Staff Member** on a Saturday will be paid at (hourly rate of pay plus 25% casual loading) x 150% and Sunday will be paid at (hourly rate of pay plus 25% casual loading) x 200%.

29.2 Exceptions:

Category of casual Staff Member	Saturday	Sunday
Health Clinics; Student Ambassador (and	(Hourly rate of pay plus 25% casual loading) x 125%	

Category of casual Staff Member	Saturday	Sunday
equivalent) roles; IT Help Desk		
QUT Precincts Venues and Events Staff	110%	140%

30.0 WORK PATTERN CHANGE CONSULTATION

30.1 The University will make all reasonable efforts to ensure work arrangements are filled on a voluntary basis.

30.2 Where the University proposes to change the regular work pattern of Staff Members (excluding Staff Members who have irregular, sporadic or unpredictable working hours), it will consult with the affected Staff Member in accordance with clause 5.3, including any impact in relation to family or caring responsibilities.

31.0 OVERTIME

31.1 Approval of overtime

Overtime or time off in lieu of overtime is not permitted without prior approval of the Supervisor.

31.2 Eligibility for overtime

31.2.1 The University can require a Staff Member to work reasonable overtime at overtime rates.

31.2.2 Staff Members under provisions in subclause 27.1 and Staff Members working under an Individual Flexibility Arrangement (see clause 42.1(a)(i)) classified up to and including HEW 7 are eligible for paid overtime or time off in lieu in accordance with this clause. Staff Members classified above HEW 7 are not normally eligible for paid overtime but are eligible for time off in lieu of the equivalent amount of overtime. Under special circumstances, the Supervisor may make a case to the head of the organisational area for the payment of overtime for Staff Members classified above HEW 7.

31.2.3 The provisions of this Agreement in relation to hours of work and overtime do not apply to Staff Members whilst they are travelling whether that is intra-state; interstate or overseas. Any required travel (excluding normal travel time to and from the Staff Member's place of residence to a work location) outside the span of hours in clause 27.1 will accrue and be recorded on the Staff Member's attendance record on a time-for-time basis.

31.3 When overtime occurs

31.3.1 Full-time Staff Members:

- (a) When a Staff Member (excluding Staff Member with an Individual Flexibility Arrangement (see clause 42.1(a)(i))) is required to work:
 - (i) outside of the span of hours as defined in subclause 27.1; or
 - (ii) more than ten (10) ordinary hours in any one (1) day; or
 - (iii) more than 72.5 ordinary hours in the two (2) week cycle.

- (b) For Staff Members with an Individual Flexibility Arrangement (see clause 42.1(a)(i)) overtime occurs when required to work:
 - (i) outside their varied span of hours in accordance with an Individual Flexibility Arrangement pursuant to clause 42.1(a)(i); or
 - (ii) more than ten (10) ordinary hours in any one (1) day; or
 - (iii) more than 72.5 ordinary hours in the two (2) week cycle.

31.3.2 Part-time Staff Members:

- (a) When a Staff Member (excluding a Staff Member with an Individual Flexibility Arrangement (see clause 42.1(a)(i))) is required to work:
 - (i) outside of the span of hours as defined in subclause 27.1; or
 - (ii) more than ten (10) ordinary hours in any one (1) day; or
 - (iii) in excess of the total number of contracted hours in their two (2) week cycle.
- (b) For a Staff Member with an Individual Flexibility Arrangement (see clause 42.1(a)(i)) overtime occurs when required to work:
 - (i) outside their varied span of hours in accordance with an Individual Flexibility Arrangement pursuant to clause 42.1(a)(i); or
 - (ii) more than ten (10) ordinary hours in any one (1) day; or
 - (iii) in excess of the total number of contracted hours in their two (2) week cycle.

31.3.3 Casual Staff Members: When the Staff Member works in excess of ten (10) ordinary hours in any one (1) day or over 36.25 hours per week pursuant to clause 39.3.2(a).

31.3.4 Overtime only occurs where work cannot reasonably be performed during the work pattern and/or span of hours.

31.3.5 For the purposes of calculating overtime payments, overtime will be rounded to the nearest quarter of an hour.

31.4 Call back

A Staff Member called back to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of two (2) hours at the appropriate overtime rate, inclusive of travel time. This minimum payment applies only to the first call back for that day. A Staff Member will be entitled to a rest break according to subclause 35.5.

31.5 Rates payable for overtime

Category of Staff Members	Rate
Fixed-term and ongoing Staff Members under provisions in clause 27.0 and Individual Flexibility Arrangement (see clause 42.1(a)(i))	First three (3) consecutive hours of overtime: 150% of the ordinary rate of pay.
	Rest of the overtime where more than three (3) hours overtime is worked on one (1) occasion: 200% of the ordinary rate of pay.
	All overtime hours on a Sunday: 200% of the ordinary rate of pay.
Casual Staff Members	First three (3) consecutive hours of overtime: (Hourly rate of pay plus 25% casual loading) x 150%.

	Rest of the overtime where more than three (3) hours overtime is worked on one (1) occasion: (Hourly rate of pay plus 25% casual loading) x 200%.
Call back (see clause 31.4)	Minimum payment of two (2) hours at the appropriate overtime rate.
On-call (see clause 35.4)	Minimum payment of two (2) hours at the appropriate overtime rate.

31.6 Minimum break following overtime

- 31.6.1** A Staff Member who has worked overtime will, wherever reasonably possible, be given a minimum break of ten (10) consecutive hours between the work of successive days. No deduction will be made from a Staff Member's pay because of ordinary working time lost whilst on this break.
- 31.6.2** A Staff Member not provided with a ten (10) hour break is not permitted to work the next day without prior approval of the Supervisor.
- 31.6.3** If the Staff Member has received prior approval of the Supervisor to work the next day without being provided with a ten (10) hour break, the Staff Member will be paid at 200% of the Staff Member's ordinary rate of pay for all time worked until a break of not less than ten (10) hours has been received.
- 31.6.4** This provision does not apply to a Staff Member recalled to perform additional duties in accordance with clause 35.0 and subclause 31.4.

31.7 Meal allowance during overtime and public holidays

- 31.7.1** Meal allowance 1 and meal allowance 2 are cumulative payments.
- 31.7.2** For the purposes of this subclause 31.7, overtime work does not include work in excess of 72.5 ordinary hours (see clause 31.3.1(a)(iii) & 31.3.1(b)(iii)) or contracted hours (see clause 31.3.2(a)(iii) & 31.3.2(b)(iii)) in the two (2) week cycle, or over 36.25 hours per week for a casual staff member (see clause 31.3.3)).
- 31.7.3** A Staff Member (including a Staff Member with an Individual Flexibility Arrangement (see clause 42.1(a)(i))) is entitled to be paid a meal allowance (meal allowance 1) in addition to any payment for overtime where the Staff Member is required to work overtime for more than one (1) hour in any one (1) day and they cannot reasonably be expected to return to their residence for a meal.
- 31.7.4** A Staff Member (including a Staff Member with an Individual Flexibility Arrangement (see clause 42.1(a)(i))) is entitled to be paid a meal allowance (meal allowance 2) in addition to any payment for overtime where the Staff Member is required to work overtime for more than five (5) hours in any one (1) day and they cannot reasonably be expected to return to their residence for a meal.
- 31.7.5** A Staff Member who works on a public holiday is entitled to meal allowance 1 when they work more than one (1) hour and meal allowance 2 when they work more than five (5) hours in any one (1) day.

32.0 TIME OFF IN LIEU

The time off in lieu provisions relating to each of the work patterns are as follows:

- (a) In accordance with subclause 31.1, a Staff Member and their Supervisor may agree that overtime may be taken as time off in lieu of payment.

- (b) The time off in lieu will accrue at a rate equivalent to the amount of overtime which would otherwise have been paid.
- (c) The Supervisor will maintain a record of time accrued and time taken off in lieu for each Staff Member.
- (d) Accrued time off in lieu will not normally exceed five (5) working days and will be taken at a mutually agreed time, normally within thirty (30) days of accrual. In special circumstances, where approved in writing by the Authorising Officer a Staff Member may accrue in excess of five (5) days and may take such accrued time off in lieu in block periods during non-peak periods. Time off in lieu must be taken within six (6) months of it being accrued, unless the Chief People Officer agrees that exceptional circumstances exist. If no extension is granted, payment of the accrued time off in lieu must occur.
- (e) Where a Staff Member resigns prior to taking accrued time off in lieu, the University will pay the equivalent time off in lieu. Payment under these circumstances is limited to time off in lieu accrued in the six (6) months prior to the effective date of resignation.

33.0 MEAL BREAKS

No Staff Member will be required to work more than five (5) consecutive hours without an unpaid meal break of at least thirty (30) minutes. Staff Members required to work overtime are entitled to be paid the prescribed meal allowance (refer to subclause 31.7).

34.0 REST PAUSES

34.1 Each Staff Member who works more than seven (7) consecutive hours in any one (1) day (excluding any unpaid meal break) is entitled to two (2) ten (10) minute paid rest pauses each day (i.e. one (1) in both the first and second half of their daily work) or one twenty (20) minute rest pause each day. Each Staff Member who works less than seven (7) but more than four (4) hours in any one (1) day is entitled to one (1) paid rest pause of ten (10) minutes duration.

34.2 Rest pauses must be taken at times that will not interfere with the continuity of work where the continuity is necessary in the opinion of the University.

35.0 ON-CALL

35.1 To ensure that the University operates effectively at all times, fixed-term and ongoing Staff Members (normally HEW 7 and below) may need to be 'on-call' outside the span of hours to perform duties relating to the provision of critical services. Critical services will be identified through Consultation with Staff Members and as outlined in a risk assessment. The University will make all reasonable efforts to ensure on-call arrangements are filled on a voluntary basis and having regard to a Staff Member's personal circumstances including Family and/or caring responsibilities.

35.2 'On-call' occurs where a Staff Member is required to be contactable and on-call to perform work outside of the span of hours, either at the workplace or elsewhere. On-call is not permitted without prior authorisation of the Supervisor. Staff Members will not be required to remain on-call for more than two (2) weeks in a four (4) week period, unless otherwise

agreed. The times during which Staff Members are expected to be on-call will be specified in advance.

35.3 On-call allowance

35.3.1 A Staff Member in receipt of an on-call allowance must remain fit for work.

35.3.2 A Staff Member who is authorised to be on-call will be paid an allowance for each hour during which they are on-call as follows:

Day	Allowance
Monday to Friday	10% of the ordinary hourly rate of pay
Saturday	12% of the ordinary hourly rate of pay
Sunday/Public Holiday	14.5% of the ordinary hourly rate of pay

35.3.3 Where a Staff Member in receipt of the on-call allowance is required to perform additional duties outside of the span of hours, the payment of the on-call allowance will cease and payment of additional duties will apply as below in clause 35.4.

35.4 Payment of additional duties

Staff Members who are required to perform additional duties outside of the span of hours will be entitled to a minimum payment of two (2) hours at the overtime rate of pay. The minimum payment applies only to the first call on any one (1) day and does not apply to calls immediately prior to, and merging into the Staff Member's span of hours. A Staff Member who is required to perform the additional duties at the workplace will be paid at the appropriate overtime rate inclusive of travel.

35.5 Rest break following on-call

Where a Staff Member has performed work of three (3) hours or more duration, the Staff Member shall, where reasonably possible, be given a minimum ten (10) hours break before resuming work on the successive day, except where the work is immediately prior to and merges into the commencement of their work.

36.0 PUBLIC HOLIDAYS

36.1 Work on Public Holidays

A Staff Member required to perform work on a gazetted public holiday will be paid at the rate of 250% of the ordinary rate of pay with a minimum payment of four (4) hours unless the University and Staff Member agree to time off in lieu of paid overtime (at the equivalent overtime rates) in which case a Staff Member will receive a minimum of ten (10) hours time off in lieu.

37.0 LEAVE ENTITLEMENTS

The following table sets out the basic entitlements for full-time Staff Members in each of the leave categories. Further provisions for the granting and taking of leave and all leave related entitlements will be in accordance with the relevant policies in the Manual of Policies and Procedures.

Part-time Staff Members accrue leave on a proportional basis of the full-time entitlement in the following table.

Leave Type	Staff Category	Entitlement	Conditions
Recreation Leave	Ongoing and fixed-term (excluding continuous shift workers)	4 weeks (20 days) for each 12 months of Continuous Service. During their employment, a Staff Member may seek a partial cashing out of recreation leave on the grounds of compassionate or financial hardship at the discretion of the Authorising Officer.	<ul style="list-style-type: none"> Leave not taken to be carried forward to subsequent year. Maximum accrual is 8 weeks (40 days) before a Staff Member may be directed to take leave. Leave loading of 17.5% of ordinary salary except where shift and penalty payment would be greater. Leave can be taken in unbroken periods. Can substitute for other types of leave for the period required in accordance with Policy including, for example, long service leave, compassionate leave, personal leave, additional personal leave, paid parental leave or adoption leave. Accrued leave entitlement paid on termination of employment.
	Ongoing and fixed term continuous shift workers	5 weeks for each 12 months of continuous service. A Staff Member will be entitled to an additional week of Recreation Leave if they are a shift worker for the purposes of the NES; if they are regularly rostered to work on Sundays and Public Holidays and in shifts which are continuously rostered 24 hours a day 7 days a week. During their employment, a Staff Member may seek a partial cashing out of recreation leave on the grounds of compassionate or financial hardship at the discretion of the Authorising Officer.	
Personal Leave	Ongoing and fixed-term	10 days (cumulative) per annum.	<ul style="list-style-type: none"> Staff Members employed as ongoing or fixed-term for at least 12 months have entitlement in advance for first year of entitlement. Personal leave entitlement will transfer to a further new appointment at the University provided the break in employment is not greater than 3 months. Appropriate evidence must be provided where a Staff Member takes more than 3 consecutive days Personal Leave.
	Casual	No entitlement to paid personal leave.	
Additional Personal Leave (including	Ongoing and fixed-term	7 days paid leave each 12 months.	<ul style="list-style-type: none"> Non-cumulative. Where a Staff Member has exhausted their additional personal leave they are further

Leave Type	Staff Category	Entitlement	Conditions
unpaid carer's leave)			entitled to 2 days unpaid carer's leave per occasion.
	Casuals	2 days unpaid carer's leave per occasion.	
Long Service Leave	Ongoing and fixed-term	<p>On completion of 7 years service entitled to 6.5 days paid leave for each year of Continuous Service and a proportionate amount for part of an incomplete year.</p> <p>During their employment, a Staff Member may seek a partial cashing out of accrued long service leave in exceptional circumstances on the grounds of compassionate or financial hardship at the discretion of the Authorising Officer.</p>	<ul style="list-style-type: none"> Leave can be taken for a minimum period of 1 day. A Staff Member who has a leave balance in excess of 70 days may elect to convert all or part of the period in excess of 70 working days to half the leave on double the pay. May claim Personal Leave instead of Long Service Leave if ill for three or more consecutive days, by submitting a medical certificate. Recognition of previous service subject to policy. Staff Members with an entitlement to accrued long service leave will be paid their entitlement upon ceasing employment at the University. Payment of pro-rata long service leave if Staff Member's employment ceases as a result of voluntary or involuntary redundancy, voluntary early retirement or due to ill-health.
	Casual	<p>Entitlement on completion of 7 years Continuous Service.</p> <p>Formula: Total hours x 0.025 x hourly rate.</p> <p>Hourly rate is average of the hourly rate paid during the 12 months service prior to taking long service leave, or by request of the Staff Member, the average of the hourly rate paid over the 3 years prior to taking long service leave, or current ordinary hourly rate, whichever is greater.</p>	
Maternity Leave including Primary Carer Parental Leave	Ongoing and fixed-term	<p>Up to 26 weeks paid leave after 12 months service:</p> <ul style="list-style-type: none"> 12 weeks paid maternity leave; and 14 weeks paid primary carer parental leave. <p>Up to 12 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> 6 weeks paid maternity leave; and 6 weeks paid primary carer parental leave. <p>52 weeks unpaid parental leave, less any paid leave accessed (excluding Federal Government Paid Parental Leave).</p>	<ul style="list-style-type: none"> As per the NES, a Staff Member is entitled to return to position held immediately prior to taking parental leave. 12 weeks paid leave in special circumstances defined in Policy. Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Maternity Leave including Primary Carer Parental Leave. a Staff Member can use Maternity Leave including Primary Carer Leave if they are a parent and primary carer of a child born in a legal surrogacy arrangement. Must be accessed within 12 months of the birth of the child.

Leave Type	Staff Category	Entitlement	Conditions
		<ul style="list-style-type: none"> Nil paid leave less than 9 months service. 	<ul style="list-style-type: none"> The University will pay 17% employer superannuation contribution to the Staff Member accessing Maternity Leave including Primary Carer Parental Leave for the 52 weeks following the birth of the child. Primary carer parental paid leave only available to Staff Members if they take on the primary carer role, subject to satisfying responsibilities requirements in policy.
	Casuals – primary carer	52 weeks unpaid leave.	
Partner Leave including Primary Carer Parental Leave	Ongoing and fixed-term	<p>Up to 16 weeks paid leave after 12 months service:</p> <ul style="list-style-type: none"> 10 days paid partner leave; and 14 weeks paid primary carer parental leave. <p>Up to 7 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> 5 days paid Partner Leave; and 6 weeks paid primary carer parental leave. <p>Nil paid leave less than 9 months service.</p> <p>52 weeks unpaid parental leave less any paid leave accessed (excluding Federal Government Paid Parental Leave).</p>	<ul style="list-style-type: none"> Partner leave can be taken in single days. As per the NES, a Staff Member is entitled to return to position held immediately prior to taking parental leave in accordance with policy. Primary Carer Parental paid Leave only available to Staff Member if they take on the primary carer role, subject to satisfying responsibilities requirements in policy. Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Partner Leave including Primary Carer Parental Leave. A Staff Member can use Partner Leave including Primary Carer Leave if they are a parent and primary carer of a child born in a legal surrogacy arrangement. Must be accessed within 12 months of the birth of the child. The University will pay 17% employer superannuation contribution to the Staff Member accessing Partner Leave including Primary Carer Parental Leave for the 52 weeks following the birth of the child.
	Casuals – primary carer	52 weeks unpaid leave.	
Adoption Leave	Ongoing and fixed-term – primary carer * Partner leave as per above	Up to 26 weeks paid adoption leave after 12 months service.	<ul style="list-style-type: none"> Paid adoption leave only available to Staff Member if they take on the primary carer role of a child under 6 years of age, subject to satisfying responsibilities requirements in policy.

Leave Type	Staff Category	Entitlement	Conditions
		Up to 12 weeks paid adoption leave between 9-12 months service. Nil paid adoption leave less than 9 months service. 52 weeks unpaid parental leave, less any paid leave accessed (excluding Federal Government Paid Parental Leave).	<ul style="list-style-type: none"> ▪ Paid leave not available to Staff Member if adopting a child of their Partner. ▪ Must be accessed within 12 months of the placement of the child. ▪ Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Adoption Leave. ▪ The University will pay 17% employer superannuation contribution to the Staff Member accessing Adoption Leave for the 52 weeks following the placement of the child.
	Casuals—primary carer	52 weeks unpaid leave.	
Compassionate Leave	Ongoing and fixed-term	2 days paid compassionate leave per occasion.	<ul style="list-style-type: none"> ▪ Compassionate Leave may also be accessed in the event of a miscarriage.
	Casuals	2 days unpaid compassionate leave per occasion.	
Domestic and Family Violence Leave	Ongoing and fixed-term	Up to 20 days paid leave per annum.	<ul style="list-style-type: none"> ▪ Non-cumulative. ▪ Subject to satisfying requirements in policy. ▪ Can use accrued recreation leave, long service leave, take leave without pay, or apply to the Chief People Officer to access any unused Additional Personal Leave.
	Casual	Up to 20 days paid leave per annum.	<ul style="list-style-type: none"> ▪ Non-cumulative. ▪ Subject to satisfying requirements in policy.
Gender Affirmation Leave	Ongoing and fixed-term	Up to a total of 40 days paid leave per person during any employment with the University. Once the full 40 days has been exhausted, there is no further Gender Affirmation Leave available to a Staff Member, including in any subsequent employment with the University.	<ul style="list-style-type: none"> ▪ Gender Affirmation is the process by which trans and gender diverse people affirm their gender identity. ▪ Can be used in a single block or one or more blocks. ▪ Subject to satisfying requirements in policy. ▪ Staff Member should provide the Supervisor with as much notice as possible, and for leave in excess of two (2) weeks the Staff Member should provide not less than four (4) weeks' notice. ▪ Can use any entitlement to accrued recreation leave or long service leave in addition to Gender Affirmation Leave.
Defence Reserve Forces Leave	Ongoing and fixed-term	Paid leave.	<ul style="list-style-type: none"> ▪ Only members of Reserve Forces. ▪ In accordance with Federal Government Provisions.

Leave Type	Staff Category	Entitlement	Conditions
Community Service Leave	Ongoing and fixed-term	Paid leave for jury service.	<ul style="list-style-type: none"> Staff Members can elect to take: <ol style="list-style-type: none"> unpaid leave - can retain all jury fees; or full pay leave - jury fees must be paid to the University.
	Ongoing and fixed-term	Paid State Emergency Services leave	<ul style="list-style-type: none"> Only members of the State Emergency Service. Emergency declared by authority of the <i>Disaster Management Act</i>, or at the Chief People Officer's discretion.
	All Staff Members	Unpaid Voluntary Emergency Management Activity leave	<ul style="list-style-type: none"> Only members of a recognised emergency management body. For voluntary emergency management activity, as per the National Employment Standards in the <i>Fair Work Act 2009 (Cth)</i>, as amended from time to time.
Leave Without Pay	All Staff Member	Unpaid leave.	<ul style="list-style-type: none"> Recreation leave entitlement should be used first. At University discretion. First 10 days recognised as service for the purpose of leave accrual.
Trade Union Leave	Ongoing and fixed-term	5 days per calendar year at ordinary rate of pay.	<ul style="list-style-type: none"> Subject to work area not being unduly affected or inconvenienced. May be used: <ol style="list-style-type: none"> by Staff Members who are members of the Union to attend union training; by trade union delegates in nominated position(s) within their Union to attend conferences associated with their position. 2 weeks' notice prior to taking leave.
Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave	Ongoing and fixed-term	5 days paid leave each 12 months.	<ul style="list-style-type: none"> Available to a Staff Member who identifies as an Aboriginal and/or Torres Strait Islander and is accepted as such by their community as defined in subclause 43.1. In accordance with University policy. This policy is not to be amended without Consultation with Staff Members and the Unions. Non-cumulative. Alternate leave entitlements may also be used when this entitlement is exhausted.
	Casual	No entitlement to paid Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave.	

38.0 PURCHASED LEAVE SCHEME

- 38.1** All Staff Members (excluding casual staff) are eligible to apply to their Supervisor for agreement to purchase recreation leave.
- 38.2** Within a twelve (12) month period, a Staff Member is entitled to purchase up to eight (8) weeks purchased leave in addition to the normal four (4) weeks recreation leave, with a deduction from salary for the twelve (12) months. The additional leave (up to eight (8) weeks) provided to the Staff Member under this clause 38.0 will not attract leave loading. Any deduction made for purchased leave that is not utilised in the twelve (12) month period will be reimbursed.
- 38.3** Staff Member participation in the scheme is optional and at the request of the Staff Member. Approval by the University to participate in the scheme will depend on balancing operational requirements with increased flexibility options and choice for Staff Members. Confirmation of appointment and all other performance decisions will be based on the proportion of work appropriate to the position.
- 38.4** The entitlement will be applied in accordance with the policy in the Manual of Policies and Procedures. The University will consult with the Unions prior to any proposed changes to this policy.

39.0 CATEGORIES OF APPOINTMENT

This clause outlines the employment arrangements that the University may enter into with Staff Members.

39.1 Ongoing appointment

An ongoing appointment (either full-time or part-time) is an appointment where the nature of the work is ongoing and is made for an indefinite period.

39.2 Fixed-term appointment

- 39.2.1** A fixed-term appointment is an appointment (either on a full-time or part-time basis) that is made for a specific period of time or for a specified task or project consistent with one (1) or more of the circumstances outlined in subclause 39.2.2. A fixed-term appointment expires on the date outlined in the contract and is only terminable by the University in accordance with this Agreement.

The Staff Member will be advised in writing of the term of the appointment, the length and terms of any period of probation and the circumstance(s) by reference to which the use of a fixed-term appointment has been decided.

Prior to the expiration of a fixed-term appointment and where it is determined that the position will continue on a fixed-term basis, the University will offer the Staff Member a subsequent appointment to that position where:

- (a) the duties of the position remain substantially unchanged;
- (b) the Staff Member was initially appointed to the position through a merit based selection process under the University's recruitment and selection policy, or in circumstances as determined by the Authorising Officer and the Chief People Officer; and
- (c) the Staff Member has demonstrated satisfactory performance in the position.

39.2.2 Fixed-term appointment categories

A fixed-term appointment is limited to the employment of a Staff Member engaged in work activity that comes within the description of one or more of the categories specified below.

A fixed-term appointment shall not be used to fill ongoing positions or undertake work that is ongoing except in the circumstances specified in categories 4, 5, 6, 7, 8 or 10 below.

	Category	Description
1.	Specified task or project	“Specified task or project” means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
2.	External funding	“External funding” means identifiable funding external to the University not being funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.
3.	Research	“Research” means an activity by a person engaged on research-only functions for a contract period not normally exceeding five (5) years.
4.	Replacement staff member	<p>“Replacement staff member” means a Staff Member engaged for the purpose of replacing a staff member on leave, acting or seconded to duties away from their usual area of employment and/or where an approved individual flexibility arrangement exists for a defined period not normally exceeding twelve (12) months.</p> <p>Where a Staff Member is engaged for the purposes of replacing a staff member on parental leave or adoption leave, the replacement period would not normally exceed two (2) years. Where a Staff Member is engaged for the purposes of replacing a staff member on temporary incapacity/income protection benefit, the term of the replacement period would not normally exceed the temporary incapacity/income protection benefit period. Where a Staff Member is engaged for the purposes of replacing a staff member working an approved individual flexibility arrangement (either fully or in part), the term of the engagement period would not normally exceed the approved individual flexibility arrangement period.</p>
5.	Pre-retirement contract	Where a full-time or a part-time Staff Member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.
6.	Student	<p>Where a person is enrolled as a student at the University, a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in this clause, provided that:</p> <ul style="list-style-type: none"> (a) the work is generally related to a degree course that the student is undertaking and the work would normally be performed within the student’s academic unit; or (b) it is in a role that has been created specifically for currently enrolled students to provide services and support to fellow students, such as Student Ambassador. <p>An offer of fixed-term employment:</p> <ul style="list-style-type: none"> (a) shall not be made on the condition that the person offered the employment enrol as a student; (b) will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student; and (c) shall not be used as a means of using fixed-term appointments to undertake work of an ongoing nature.
7.	Uncertainty over future requirements	Where there is uncertainty over future requirements related to a formal organisational change process occurring within an area of the University, or where a new course or activity is being developed and implemented, or where there has been a substantial and sustained decrease in enrolments, or there is a demonstrable likelihood based on available data of a

	Category	Description
		substantial decrease in enrolments, or where it has been decided to discontinue a course or activity, a fixed-term contract can be used for a defined period not normally exceeding twelve (12) months within that organisational area.
8.	Fill a vacancy on a temporary basis	A Staff Member may be employed on a fixed-term basis for a defined period not normally exceeding six (6) months, (with the possibility of an extension for a further period or periods by agreement between the parties) to replace a staff member who has resigned or retired, where the position is pending advertisement and appointment.
9.	Apprenticeship or Traineeship	A person employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority, or under a special Commonwealth or State Government employment or training scheme.
10.	Post-retirement	A retired, former staff member of the University (whose date of cessation with the University was less than twelve (12) months prior to the date of re-engagement, and whose employment with the University did not cease due to redundancy, or retirement following participation in an Australian Taxation Office approved Early Retirement Scheme (ERS)), may be re-engaged, in the same or similar role, for a defined period not normally exceeding twelve (12) months due to a requirement for a particular skill set or level of experience. For the purposes of this clause, a person is defined as being retired if they are eligible to access superannuation entitlements as either a lump sum or pension.

39.3 Casual appointment

39.3.1 A casual appointment is an appointment of a Staff Member:

- (a) by the hour;
- (b) to perform work on an irregular and intermittent basis;
- (c) with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work;
- (d) to address fluctuations in the academic and business cycle of the University; and
- (e) normally for no longer than six (6) months at a time.

Where the nature of the work does not appear to be irregular and intermittent with no firm advance commitment, the position will be reviewed by the Head of School/Department to determine whether a casual appointment is appropriate in the circumstances.

A Staff Member appointed on a casual basis will be paid the applicable hourly rate plus a 25% casual loading as contained in Schedule Two to compensate for award and Agreement based benefits for which a casual Staff Member is not eligible.

39.3.2 Minimum Hours of Employment

Casual Staff Members:

- (a) may be employed to work from three (3) to 36.25 hours per week;
- (b) will receive a minimum payment of three (3) hours for each engagement, except for:
 - (i) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of one (1) hour; or
 - (ii) persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one (1) hour.

39.3.3 In order to meet their personal circumstances, a casual Staff Member may request and the University may agree to an engagement for less than the minimum of three (3) hours.

39.3.4 Conversion from casual appointment to non-casual appointment

- (a) Applications for conversion to ongoing employment (including semester-based and part-time employment) will be considered.
- (b) A casual Staff Member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- (c) To be eligible to apply for conversion, a casual Staff Member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either over the immediately preceding period of twelve (12) months and in those immediately preceding twelve (12) months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time Staff Member or over the immediately preceding period of at least twenty-four (24) months.
- (d) Occasional and short-term work performed by the Staff Member in another classification, job or department shall not affect the Staff Member's eligibility for conversion.
- (e) The University shall not unreasonably refuse an application for conversion but may refuse an application on reasonable grounds, including, but not limited to:
 - (i) the Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (ii) the Staff Member is a genuine retiree;
 - (iii) the Staff Member is performing work which will either cease to be required or will be performed by a non-casual staff member, within twenty-six (26) weeks from the date of application;
 - (iv) the Staff Member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
 - (v) the Staff Member does not meet the essential requirements of the position; or
 - (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (f) Provisions relating to conversion from casual to non-casual employment will be in accordance with the policy in the Manual of Policies and Procedures. The University will consult with the Unions prior to any proposed changes to this policy.

39.4 Continuing (Contingent Research Funded) Appointment

39.4.1 A fixed-term Staff Member appointed to a position(s) engaged in support of research-only functions, funded by contingent research funding for a period of continuous service of three (3) years or more, and who is to be, or has been, appointed to a further consecutive contract of at least twelve (12) months duration, may be employed on a Continuing (Contingent Research Funded) Appointment.

39.4.2 "Contingent Research Funding" is limited term funding provided from external sources but not funding that is part of an operation grant from government or funding comprised of payments of fees made by or on behalf of students.

39.4.3 Such Staff Members may apply for ongoing employment on the basis of a Continuing (Contingent Research Funded) Contract in accordance with Schedule Three and no further probation shall apply.

39.5 Additional Appointments

39.5.1 As a general principle, it is an expectation that a Staff Member be employed under a single employment contract. However, it is recognised that it may be appropriate for a Staff Member to hold additional appointment(s) across other areas of the University.

39.5.2 Additional appointment(s) will be approved by the Authorising Officer and can only occur where:

- (a) the additional appointment is voluntarily entered into by the Staff Member;
- (b) there is no impact on the Staff Member's existing duties;
- (c) the additional appointment is distinct and separate from the Staff Member's existing duties;
- (d) the Supervisor for the Staff Member's existing duties approves the additional appointment and the Staff Member discloses their existing appointment to their Supervisor for the additional appointment role;
- (e) the working of the additional appointment does not present any risk to health and safety (e.g. fatigue). Usually this will mean that no more than ten (10) hours are worked in any one (1) day collectively;
- (f) an agreement for Staff Member to work under an additional appointment will be made in writing and signed by the University and the Staff Member; and
- (g) the Staff Member will be paid at the rate of pay applicable to the appointment in which work (including overtime) for that appointment is performed, and any entitlement to overtime for each appointment will be calculated with reference to hours worked in all other appointments.

A supervisor will not unreasonably withhold approval of the additional appointment having regard to (a) through to (e) above.

40.0 CONVERSION FROM FIXED-TERM APPOINTMENT TO AN ONGOING APPOINTMENT

40.1 A Staff Member who meets the requirements below in this subclause 40.1 can apply for conversion to an ongoing appointment and/or, prior to the expiration of a fixed-term appointment and where the University has determined that the position has ongoing funding and will continue on an ongoing basis, the University will offer a fixed-term Staff Member an ongoing appointment when all the following conditions are met:

- (a) the Staff Member is not engaged under fixed-term appointment categories 3, 5, 6, 7, 8, 9, 10 as defined in subclause 39.2.2 unless in exceptional circumstances as determined by the Authorising Officer and the Chief People Officer;
- (b) the Staff Member has occupied the position for a minimum continuous period of two (2) years, or in exceptional circumstances, a lesser period as determined by the Authorising Officer and the Chief People Officer;
- (c) the position will be vacant following the expiration of the fixed-term appointment, and is not substantively occupied by another staff member;
- (d) the duties of the position remain substantially unchanged;
- (e) the Staff Member was initially appointed to the position through a merit based selection process under the University's recruitment and selection policy, or in circumstances as

determined by the Authorising Officer and the Chief People Officer, which may include multiple appointments to the same position; and

- (f) the Staff Member has not been subject to the formal procedures relating to unsatisfactory performance (clause 51.0).

40.2 Notwithstanding clause 40.1, if a Staff Member has been employed on three (3) consecutive fixed term contracts in the same position since 1 January 2022 and where the University has determined that the position has ongoing funding and will continue on an ongoing basis the Staff Member can apply for conversion to an ongoing appointment to the Chief People Officer and the University will offer the Staff Member an ongoing appointment.

40.3 A fixed-term Staff Member must not have their employment terminated (or not renewed) nor have their hours reduced in order to avoid any obligation under this clause.

41.0 MODES OF EMPLOYMENT

41.1 Full-time appointment

A Staff Member holding a full-time appointment will be required to work the hours as prescribed in clause 25.0.

41.2 Part-time appointment

41.2.1 A Staff Member holding a part-time appointment will be required to work for a proportion of the hours of a full-time Staff Member with such hours worked as a regular number of hours per week. However, a Staff Member may, by mutual agreement with the Supervisor, work more or less than the average weekly hours, provided that at the end of the two (2) week cycle, the total hours worked equates to the appropriate proportion.

41.2.2 The regular daily working hours of a part-time Staff Member will be worked continuously, excluding meal breaks, and will not be less than three (3) hours or more than the maximum hours worked per day by a full-time Staff Member, unless otherwise agreed between the staff member and the supervisor. A part-time Staff Member will have fixed commencing and ceasing times within the spans of hours detailed in clause 27.0.

41.2.3 A part-time Staff Member will be paid the appropriate fortnightly rate multiplied by the appropriate fraction of their employment and will be paid at proportional rates for leave entitlements.

41.3 Semester employment arrangement

41.3.1 Principles

A semester employment arrangement provides for the appointment of Staff Members (either ongoing or fixed-term) to work during each semester (either two (2) or three (3) semesters a year) with appointment being on an ongoing or fixed-term basis. The number of weeks worked during a semester period may vary across areas of the University in response to the particular service provided. Staff Members employed on this basis are deemed to be on unpaid leave outside of the periods of paid employment.

Appointment on a semester based arrangement will only be made where the work is required to be performed during semester periods. Semester based employment is not to be used as an alternative to the making of appointments on a full-time basis.

41.3.2 Conditions

The following conditions apply to the appointment of Staff Members on a semester employment arrangement:

- (a) Appointment on a semester employment basis will not be made where the appointment exceeds a maximum of 0.8 of a full-time equivalent (1508 hours per year).
- (b) At least every six (6) months the supervisor will discuss with the Staff Member the weeks required to be worked during the following six (6) months. There may be a requirement to increase the hours of work up to 36.25 hours per week at various times throughout the year. Any increases to the hours of work will be by mutual agreement and payment will be made at the ordinary rate of pay.
- (c) Staff Members employed on a semester basis will be paid for work as it is undertaken. Leave and other entitlements will accrue during hours worked and not during periods of unpaid leave. Where possible accrued recreation leave should be taken upon ceasing a period of paid employment. At the option of the Staff Member accrued recreation leave may be taken either at the end of each period of paid employment or at the end of the last period of paid employment for the calendar year.
- (d) Excluding periods of paid leave (recreation leave, long service leave) semester based Staff Members are deemed to be on unpaid leave at all other times of the year. Semester based Staff Members will not be paid over the Christmas/New Year closure period unless they are required to work over that period.

42.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

A Staff Member covered by this Agreement may request and the University may agree to make an Individual Flexibility Arrangement to vary the effect of the terms of the Agreement if:

- (a) the arrangement deals with a variation to:
 - (i) the Staff Member's span of hours working arrangement (clause 27.2); or
 - (ii) the Staff Member's mode of employment, being changes from part-time to full-time, or at the request of the Staff Member from full-time to part-time for a specified period (including a return to work after parental leave) (clause 41.0);
- (b) the arrangement meets the genuine needs of the University and the Staff Member in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the University and the Staff Member, without coercion or duress; and
- (d) the arrangement does not disadvantage other staff members in the workplace in relation to their terms and conditions of employment.

42.2 The University must ensure that the terms of the Individual Flexibility Arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth);
- (c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made; and

- (d) are consistent with the University's responsibilities to provide a safe and healthy working environment.

42.3 The University must ensure that the Individual Flexibility Arrangement:

- (a) is in writing;
- (b) includes the name of the University and the Staff Member;
- (c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member;
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Staff Member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
- (e) states the day on which the arrangement commences; and
- (f) does not require that anyone else approve, other than the Staff Member and the University.

42.4 The University must give the Staff Member a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.

42.5 The University or the Staff Member may terminate the individual flexibility arrangement:

- (a) by giving twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the University and the Staff Member agree in writing – at any time.

42.6 A Staff Member may be represented by a Union or other Representative of their choice in negotiating an individual flexibility arrangement. Union officials and/or other representatives have a standing invitation by the University to access the workplace for the purposes of representing Staff Members who have requested representation in relation to the negotiation of an individual flexibility arrangement. Such access shall include time to confer with Staff Member, where necessary, to ensure the efficient negotiation of the arrangement.

43.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

43.1 Definition

For the purposes of this clause an 'Indigenous Australian' means a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by their community.

43.2 Employment Strategy

43.2.1 Principles

The University is committed to the objective of increasing employment of Indigenous Australians at the University. The University aspires to increase the workforce participation of Indigenous Australians to 3.6% of its total workforce (excluding sessional and casual staff). At the time of preparing this Agreement, 3.6% equates to 143 staff member (headcount).

Consistent with this aspiration, the QUT Indigenous Strategy aims to maximise the employment of Indigenous Australians. On quarterly basis, the University will table at the

JCC for discussion the Headcount of ongoing and fixed-term staff who identify as either Aboriginal, Torres Strait Islander or both, as a percentage of the total fixed term and ongoing workforce. The discussions will also include options and strategies, where it is apparent that the University is not on track to achieve the aspirational participation rate.

The Strategy is based on the Reconciliation Statement. Development and implementation of the Strategy is based on the following principles:

- (a) Respect for and consideration of the cultural, social and spiritual systems practiced by Indigenous Australians, recognition of Indigenous Australian knowledge as a significant contribution to all other bodies of knowledge, and acknowledge the expertise that Indigenous Australian staff bring to the University.
- (b) Acknowledgment that participation of Indigenous Australians in cultural, community or related activities enhances the effectiveness of Aboriginal and Torres Strait Islander people as staff members. Provision for participation in these activities is therefore of direct benefit to the University.
- (c) Recognition that a supportive working environment for Indigenous Australians would go to the redress of past social injustice, exploitation and employment inequity.
- (d) Consistency with principles of Aboriginal and Torres Strait Islander self-determination, social and restorative justice, and cultural affirmation.

43.2.2 Objectives

The Strategy includes measures to increase Indigenous Australian employment and participation at all levels of work activity throughout the University and is guided by the employment target reflective of relevant demographic data, as revised and specified within the current strategy.

Measures will include:

- (a) Investing resources to increase the employment of Indigenous Australians.
- (b) A senior Vice-Chancellor and President Committee focusing on education, research and employment programs, and which facilitates and develops strategic relationships with Aboriginal and Torres Strait Islander communities.
- (c) Identification of positions for which being an Indigenous Australian is a genuine occupational criterion.
- (d) Designation of positions which offer genuine developmental opportunities to Indigenous Australian Staff Member.
- (e) Facilitating and encouraging the direct involvement of Indigenous Australian Staff Members in determining their own career strategies, goals and objectives.
- (f) Maximising career development for current and new Indigenous Australian Staff Members in order to enhance experience of University operations.
- (g) Ensuring that management and staff are provided with opportunities to receive appropriate training and exposure to Indigenous knowledge and culture.
- (h) Progress towards the target for Indigenous Australian employment can be raised through the JCC.

43.2.3 Aboriginal and Torres Strait Islander Staff Committee

The Aboriginal and Torres Strait Islander Staff Committee will consist of representatives from University senior management, Indigenous Australian Staff Members, the Union(s) covered by this Agreement, and the Human Resources Department. The Aboriginal and Torres Strait Islander Staff Committee will be expected to liaise with the Vice-Chancellor

and President Committee and recommend actions and strategies to that Committee as required.

43.2.4 Indigenous Employment

From the commencement of this Agreement, the University considers that being Aboriginal and Torres Strait Islander is a genuine occupational requirement for the following positions:

- (a) all positions in the Oodgeroo Unit;
- (b) all positions in the Pro Vice Chancellor (Indigenous Strategy) Portfolio; and
- (c) all positions in the Carumba Institute.

This provision does not apply to Staff Members already employed in the above areas at the date of this Agreement.

43.2.5 Employment of a non-Indigenous Australian in Identified positions

Where there is no suitable Indigenous Australian person available to fill an ongoing identified position, the University may re-advertise the position as not identified and appoint a suitable non-Indigenous person to the position on a fixed-term basis.

A fixed-term appointment may be made for a period of up to twelve (12) months while measures are taken to recruit an Indigenous Australian person and/or provide staff development to existing Indigenous Australian Staff Members.

43.3 Language Allowance

The Authorising Officer will approve the payment of a language allowance to eligible Indigenous Australian Staff Members. Where an Indigenous Australian Staff Member uses an Indigenous Australian language in performing their work they will be paid a language allowance as outlined in Schedule Two (full allowance will be paid regardless of mode of employment).

43.4 Cultural and Ceremonial Leave

An Indigenous Australian Staff Member (excluding casual Staff Member) may be granted up to five (5) days non-cumulative Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave in a twelve (12) month period in accordance with clause 37.0 of this Agreement. Part-time Staff Members are granted this leave on a proportional basis.

Where this leave is exhausted, leave additional to the entitlement may be granted under Additional Personal Leave (clause 37.0).

44.0 JOB SHARING

Job sharing is a voluntary arrangement where Staff Members share a position, with each Staff Member working on a part-time basis. Where Staff Members wish to enter into a job sharing arrangement, the proposal should be discussed with the relevant Supervisor in the first instance. Any request to job share will not be unreasonably refused by the Supervisor to assist Staff Members in meeting work and personal commitments.

45.0 CODE OF CONDUCT

In the event that any Staff Member believes that another staff member's behaviour (including a Supervisor) is in breach of the University's Code of Conduct in the Manual of Policies and Procedures, the Staff Member holding this view may refer their concerns to the relevant officer or the University Registrar.

46.0 INTELLECTUAL FREEDOM

- 46.1** The rights of intellectual freedom will be recognised and protected including the rights of Staff Members to:
- (a) engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, within the scope of their employment;
 - (b) express their opinions in relation to the University; and
 - (c) participate in professional and representative bodies.
- 46.2** In exercising intellectual freedom in accordance with 46.1, Staff Members have the right to express unpopular or controversial views. Provided that a Staff Member does not harass, vilify, defame or intimidate or infringe upon the rights of others they will not be subject to disciplinary action in accordance with this Agreement for exercising intellectual freedom.
- 46.3** In the first instance, any alleged limitation of these rights will be dealt with under the Staff Complaints Policy as contained in Chapter B of the Manual of Policies and Procedures.

47.0 ANTI-BULLYING, HARASSMENT AND COMPLAINT HANDLING FRAMEWORK

- 47.1** The University is committed to ensuring a harmonious, fair and just working and learning environment, and to the elimination of any workplace bullying and harassment at the University. Consistent with this principle, the University has an expectation that Staff Members avoid behaviour that undermines the achievement of a safe and healthy working environment.
- 47.2** Staff Members have access to a complaint handling framework as outlined in the relevant University policy. The University is committed to ensuring this policy is implemented.
- 47.3** Of fundamental importance to the University is continuing to foster a positive and productive workplace culture. In the event that any Staff Member believes that another staff member's behaviour is in breach of the University's Code of Conduct, the Staff Member holding this view may refer their concerns as outlined in clause 45.0 or 47.2 or lodge an incident with the Health, Safety and Environment reporting system.

48.0 CAREER PLANNING, DEVELOPMENT AND PERFORMANCE EXPECTATIONS

- 48.1** The University strives for a culture where giving and receiving feedback in a constructive and respectful manner is a part of all Staff Members' duties.
- 48.2** Staff Members and Supervisors should engage in regular communication to discuss, where relevant:
- (a) career planning;
 - (b) training and development requirements and opportunities;
 - (c) performance expectations;
 - (d) leave;

- (e) workload;
- (f) annual workplan; and
- (g) renewal of fixed-term appointment.

Performance expectations can be set by the Supervisor individually for a Staff Member or as part of a relevant team and will be reasonable having regard to the Classification Descriptions, workload and resources.

A Staff Member is entitled to be represented in these discussions by a Representative as defined in subclause 5.11.

Any matters of disagreement between the Staff Member and Supervisor as a result of these discussions will be referred to the next level Supervisor. If disagreements are unable to be resolved, the Staff Member may refer them to the University's complaint handling framework in the Manual of Policies and Procedures.

- 48.3** A request for feedback or performance planning can be initiated by either the Staff Member or their Supervisor.
- 48.4** Feedback should be focused both on opportunities for future capability and development and reflection of past success and learnings.

49.0 PROBATION

49.1 Period of Probation

- 49.1.1** The following periods of probation apply to Staff Members appointed on an ongoing basis:

Classification Level	Probation period
HEW Levels 1-4	Three (3) months
HEW Levels 5-7	Three (3) months. In exceptional circumstances a period of probation not exceeding six (6) months may apply where the nature and circumstances of the position require a longer period of probation. This will include whether the key functions of the position can reasonably be undertaken and assessed within a three (3) month period.
HEW Levels 8-10	Twelve (12) months

- 49.1.2** A period of probation will apply to Staff Members employed on their first fixed-term appointment. The Authorising Officer will determine the period of probation to apply to each appointment within a minimum period of three (3) months and a maximum period of six (6) months having regard to the period of fixed-term employment, the nature of the work and the classification level of the position.
- 49.1.3** Any continuous second or subsequent fixed-term appointment in the same or substantially similar position will not contain a probationary period unless there has been a break of more than three (3) months between appointments.
- 49.1.4** Notwithstanding any other provisions of this clause the University may at any time during the probation period confirm or terminate the employment of a probationary Staff Member.
- 49.1.5** A Supervisor may seek approval from the Authorising Officer for the period of probation to be waived, in which case the appointment will be confirmed on commencement.

- 49.1.6 The probation period will be suspended by any period of extended leave.
- 49.1.7 The University may extend the probation period for up to three (3) months where the Staff Member has not yet demonstrated satisfactory performance against the probation plan.

49.2 Probation Reviews

- 49.2.1 The performance of a Staff Member during the probation period will be assessed as part of a probation plan. A probation plan will outline the relevant performance expectations, outcomes and metrics for the relevant milestones during the probation period.
- 49.2.2 During the period of probation, the Staff Member and their Supervisor will meet to review performance and development at or around the following times:
- (a) an initial meeting will be conducted within one (1) month of appointment;
 - (b) an interim review will be conducted mid-way through the period of probation; and
 - (c) a final review will be conducted at least one (1) month before the completion of the period of probation.
- 49.2.3 The probation process is confidential and should only be disclosed on a need to know basis, including as outlined below.
- 49.2.4 The outcomes of the probation plan will form the basis of the final review. At the time of the final review, the Supervisor will make a recommendation to the Authorising Officer, through the Head of School/Department, that the appointment be:
- (a) confirmed; or
 - (b) terminated.

A copy of this recommendation must be provided to the Staff Member, before being forwarded to the Chief People Officer for consideration and approval or non-approval. The Staff Member in receipt of the recommendation does not imply agreement with the supervisor's recommendation and the Staff Member may submit additional information with the probation plan.

- 49.2.5 Where a Supervisor recommends that the period of employment be terminated, the Chief People Officer will advise the Staff Member that they may submit a case as to why the recommendation to terminate employment should not be approved. Any such submission must be received, in writing, within five (5) working days of receipt of the Chief People Officer's advice.

The Chief People Officer will consider the merits of the material provided by both the supervisor and the Staff Member and will consult with the Supervisor and Staff Member prior to making a decision to accept or reject the Supervisor's recommendation.

The Chief People Officer will make a decision within ten (10) working days of the due date of receipt of a submission from the Staff Member and the decision will be provided in writing to the Staff Member and the Authorising Officer.

- 49.2.6 Where the Chief People Officer approves a recommendation that the employment be terminated, the Chief People Officer's written outcome will serve as notice of termination. Notice will be provided in accordance with clause 55.2.
- 49.2.7 A Staff Member is entitled to seek support or advice from another person, including a staff member or where the Staff Member requests, a Representative as defined in subclause 5.1.1 at any stage of the process described in subclause 49.2 other than during the meetings conducted as part of the probation plan.

50.0 WORKLOADS

50.1 Objective

- 50.1.1** The University is committed to providing a stimulating, supportive and safe work environment through the:
- (a) equitable distribution of workloads among professional staff;
 - (b) allocation of resources to ensure both the maintenance of workloads at a reasonable level and the delivery of a high quality service; and
 - (c) encouragement of Supervisors and Staff Members to adopt a cooperative approach to workload management, so that Staff Members have reasonable workloads.
- 50.1.2** Supervisors are responsible for:
- (a) providing reasonable funds and time allocation to ensure adequate and appropriate training for staff development activities;
 - (b) ensuring that allocation of reasonable workloads is taken into consideration in the development of the work area operational plan;
 - (c) annually reviewing the work area operational plan, including staffing requirements such as the taking of leave;
 - (d) supporting Staff Members in the planning and taking of their leave;
 - (e) discussing and reviewing workload with Staff Members including reasonable backfilling arrangements where appropriate; and
 - (f) taking reasonable steps to ensure that Staff Members are not allocated work that would require them to work overtime, except in circumstances as per clause 31.0 (Overtime).
- 50.1.3** Staff Members are responsible for advising the Supervisor when the allocated work cannot be completed without working overtime.
- 50.1.4** The University shall have systems in place which reasonably ensure that Staff Members are paid for all required work pursuant to their contract of employment.
- 50.1.5** Workloads of Staff Members who have recognised and required cultural and ceremonial commitments with the University's strategic objective are taken into account with the relevant workload allocation.

50.2 Workload Allocation Guidelines

- 50.2.1** The Workload Allocation Guidelines for Professional Staff and Supervisors are intended to assist professional Staff Members and Supervisors in the equitable allocation of workload and in the resolution of concerns regarding workload pressure. The University will review the Workload Allocation Guidelines for Professional Staff and Supervisors within twelve (12) months of this Agreement being approved. The purpose of this review is to promote a process in the Guidelines for reasonable staff workload allocations for all required work. This review will include Consultation with Staff Members and the Unions.

50.3 Workload concerns

- 50.3.1** In the first instance all reasonable efforts should be taken between the Staff Member and their Supervisor to resolve any concerns about workload.
- 50.3.2** If following efforts between a Staff Member and their Supervisor to resolve concerns regarding workload, a Staff Member remains concerned about workload, the Staff Member

may seek advice and assistance from the Human Resources Department in accordance with the Workload Allocation Guidelines for Professional Staff and Supervisors.

50.3.3 It may be appropriate for the Union to raise concerns about workloads in a specific area, directly with the Human Resources Department.

50.3.4 If following the procedures outlined in subclauses 50.3.2 and 50.3.3 the matter remains unresolved:

- (a) a Staff Member, or staff in a work area, or their Union, may refer the matter to the complaint handling framework as outlined in the relevant University policy in the Manual of Policies and Procedures where appropriate; or
- (b) a Union may raise the matter with the JCC and where the JCC determines there are reasonable grounds to do so, the Chief People Officer will investigate the complaint expeditiously and report back to the JCC, with the aim of resolving the matter. The Chief People Officer will consult with the relevant Union during the investigation.

51.0 MANAGING UNSATISFACTORY PERFORMANCE

51.1 Application

51.1.1 This clause applies to all on-going and fixed-term Staff Members engaged for six (6) months or more except those employed on a probationary basis.

51.1.2 The objective of managing unsatisfactory performance is to ensure Staff Members are meeting or exceeding performance expectations. Throughout this process the principles of natural justice will apply and Disciplinary Action can only be used in accordance with this Agreement.

51.1.3 Prior to commencing the process set out under subclause 51.2, the Supervisor will establish work allocation is reasonable in accordance with clause 50.0.

51.2 Process

51.2.1 A Supervisor will not commence the below process unless performance expectations have been communicated to the Staff Member and they have been given reasonable time to demonstrate the required performance.

51.2.2 A Staff Member is entitled to be represented throughout this process by a Representative as defined in subclause 5.1.1.

51.2.3 Identification of unsatisfactory performance

- (a) When a Supervisor identifies the performance of a Staff Member as unsatisfactory the Supervisor will inform the Staff Member. The Supervisor will:
 - (i) discuss the problems or concerns with the Staff Member;
 - (ii) outline expectations of performance standards required;
 - (iii) consider guidance, counselling, appropriate staff development, and/or appropriate work allocation;
 - (iv) provide an opportunity for the Staff Member to respond to concerns regarding unsatisfactory performance and any mitigating circumstances;
 - (v) following consideration of (iv) above the Supervisor may make the decision to implement a performance improvement plan which includes a review period. At this time the decision to withhold an increment in accordance with clause 16.2 and 16.3

may be made. Only in exceptional circumstances will the review period be less than one (1) month or more than six (6) months; and

(vi) during the review period in (v) above, provide regular feedback to the Staff Member on their progress and, where appropriate, provide any further support to assist in improving performance.

(b) A summary of discussions will be documented, kept and supplied to the Staff Member for comment and acknowledgement that the Staff Member has received the summary.

51.2.4 Following the review period – satisfactory performance

If the Staff Member has demonstrated satisfactory performance, the Staff Member will be advised in writing and will be required to maintain satisfactory performance.

51.2.5 Following the review period – unsatisfactory performance

(a) If the Supervisor believes that the performance of the Staff Member continues to be unsatisfactory, or where there is a repeat of the same unsatisfactory performance within a nine (9) month period (i.e. where the steps set out in subclause 51.2.3 have been undertaken), the Supervisor will make a formal report to the Chief People Officer through the Authorising Officer. The report will state clearly the aspects of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended Disciplinary Action.

(b) The Supervisor will provide the Staff Member with a copy of the report at the time it is submitted. The Staff Member will be entitled to ten (10) working days from the receipt of the Supervisor's report to submit a written response to the Chief People Officer.

(c) Upon receipt of the Supervisor's report and any written response from the Staff Member, the Chief People Officer will first be satisfied that:

- (i) the performance standards expected by the Supervisor are reasonable;
- (ii) appropriate steps have been taken to bring the unsatisfactory nature of the performance to the Staff Member's attention;
- (iii) adequate opportunity to respond to the Supervisor's report was given to the Staff Member;
- (iv) the response was given due and proper consideration; and
- (v) a reasonable opportunity has been provided to remedy the unsatisfactory performance.

(d) The Chief People Officer will then decide to:

- (i) take no further action; or
- (ii) refer the matter back to the Supervisor to ensure the matters in subclause 51.2.5(c) have been complied with; or
- (iii) forward to the Vice-Chancellor and President the Supervisor's recommendation that Disciplinary Action be taken in accordance with subclause 5.5.

(e) The Chief People Officer will advise the Staff Member in writing of any decision made in accordance with subclause 51.2.5(d).

51.2.6 Disciplinary Action recommended

(a) Where Disciplinary Action has been recommended by the Supervisor, the Staff Member may advise the Chief People Officer within ten (10) working days if they wish to refer the matter to an Unsatisfactory Performance Review Committee.

- (b) Where the Staff Member elects to have the matter referred to an Unsatisfactory Performance Review Committee, the Vice-Chancellor and President will establish a Committee in accordance with clause 53.0.
- (c) Where the Staff Member does not elect to have the matter referred to a Review Committee, the Vice-Chancellor and President will consider the recommendation of the Supervisor and may take Disciplinary Action consistent with subclause 5.5. The Vice-Chancellor and President will advise the Staff Member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor and President's written advice.
- (d) Where a matter is referred to the Unsatisfactory Performance Review Committee:
 - (i) the Committee shall operate in accordance with clause 53.0 and will, unless otherwise agreed, report its findings to the Vice-Chancellor and President as expeditiously as possible and within thirty (30) days of the Committee being established.
 - (ii) the Staff Member and the University are entitled to be represented in proceedings before the Committee by a Representative as defined in subclauses 5.11.
- (e) The Committee will provide a written report to the Staff Member and the Vice-Chancellor and President containing its findings on:
 - (i) whether the procedures outlined in subclauses 51.2.3(a) to 51.2.5(d) have been followed; and/or
 - (ii) the appropriateness of the Disciplinary Action recommended by the Supervisor.

51.2.7 Vice-Chancellor and President's consideration

- (a) Following consideration of the report of the Review Committee (which will not be binding on the Vice-Chancellor and President) the Vice-Chancellor and President will either:
 - (i) advise the Staff Member in writing that they are satisfied that there has been no unsatisfactory performance; or
 - (ii) take Disciplinary Action and decide what that Disciplinary Action will be.
- (b) The Vice-Chancellor and President will advise the Staff Member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor and President's written advice.
- (c) Nothing in this clause prevents or affects withholding an increment as referred to in clause 16.0.
- (d) Nothing in this clause prevents the Vice-Chancellor and President on the Vice-Chancellor and President's own motion referring a question of possible unsatisfactory performance to a supervisor for appropriate action.
- (e) The action of the Vice-Chancellor and President under this clause will be final, except that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with this matter.

52.0 DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT

52.1 Application

This clause applies to all ongoing and fixed-term Staff Members, engaged for six (6) months or more.

52.2 Procedures

- 52.2.1** Before the Vice-Chancellor and President takes Disciplinary Action against a Staff Member for conduct amounting to Misconduct or Serious Misconduct, the Vice-Chancellor and President must take the steps in this clause, except that, where a matter which may involve Misconduct or Serious Misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 51.0 the procedures in this clause are not required.
- 52.2.2** If at any time the Vice-Chancellor and President becomes aware that there has been a failure to follow procedures required by the Vice-Chancellor and President or the Misconduct Investigation Committee (MIC) in relation to this clause, then:
- (a) the Vice-Chancellor and President must advise the Staff Member concerned of the failure, including the steps proposed to be taken pursuant to this clause, and invite the Staff Member's response to that proposal;
 - (b) the Vice-Chancellor and President must take any steps available to remedy the failure or reduce its impact, taking into account any response received from the Staff Member; and
 - (c) the Vice-Chancellor and President must take into account the effect (if any) of the non-compliance when making a decision which affects the interests of the Staff Member.
- 52.2.3** A failure to follow procedure which is of a minor nature and does not materially prejudice the Staff Member or have a genuine capacity to lead to a wrong or unfair outcome does not of itself invalidate a disciplinary process as long as the Vice-Chancellor and President has complied with subclause 52.2.2.

52.3 Allegations

If the Vice-Chancellor and President has information that a Staff Member may have engaged in Misconduct or Serious Misconduct, the Vice-Chancellor and President will:

- (a) notify the Staff Member in writing when there is sufficient detail and provide that detail to enable the Staff Member to understand the precise nature of the allegations and to properly consider and respond to them; and
- (b) require the Staff Member to submit a written response to the detailed allegations within ten (10) working days of the date of receipt of the written allegations.

52.4 Suspension

- 52.4.1** If at any time, the Vice-Chancellor and President is of the view that any alleged conduct (including where the University is unable to provide the staff member with sufficient detail of the allegations at that time), if proven, is such that it would be unreasonable to require the University to continue the Staff Member's attendance at work, the Vice-Chancellor and President may suspend the Staff Member with or without pay.
- 52.4.2** Where suspension without pay occurs:
- (a) the Staff Member can draw on any recreation leave or long service leave entitlements for the duration of the suspension without pay; and

- (b) the Vice-Chancellor and President may at any time direct that salary be paid on the ground of hardship.

52.4.3 The University will provide sufficient detail of the relevant allegations as soon as possible.

52.4.4 The University will review any suspension after four (4) weeks to determine if the grounds for suspension remain.

52.4.5 During any period of suspension, the Staff Member may be excluded from the University, provided that the Staff Member will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

52.4.6 If the Staff Member is for any period suspended without pay, then, following the process required by this clause:

- (a) if the Vice-Chancellor and President concludes that the Staff Member has not engaged in Misconduct or Serious Misconduct, the Staff Member will be reimbursed any lost salary;
- (b) if the Vice-Chancellor and President is satisfied that the Staff Member has engaged in misconduct or serious misconduct but decides to impose no Disciplinary Action, the Vice-Chancellor and President may, in their discretion, determine whether or not the Staff Member should be reimbursed for lost salary.

52.5 Response

52.5.1 The Vice-Chancellor and President may, having considered the Staff Member's response (or, if the Staff Member does not respond, having confirmed the Staff Member was given an opportunity to respond):

- (a) decide to take no further action; or
- (b) counsel or censure the Staff Member in relation to Misconduct or Serious Misconduct; or
- (c) refer the matter to a MIC; or
- (d) in the case of Serious Misconduct and when the Vice-Chancellor and President determines on reasonable grounds that Serious Misconduct has occurred and it would be unreasonable to require the University to continue the employment of the Staff Member in light of the nature of the Serious Misconduct, the Vice-Chancellor and President may terminate the employment of the Staff Member.

52.6 Misconduct Investigation Committee (MIC)

52.6.1 How an MIC is constituted

The Vice-Chancellor and President must convene an MIC in accordance with clause 53.0 of this Agreement.

52.6.2 Role of MIC

The MIC's role is to:

- (a) determine the facts relating to the alleged Misconduct/Serious Misconduct including any mitigating circumstances.
- (b) provide the Vice-Chancellor and President and the Staff Member with a written report setting out findings on:
 - (i) which allegations are substantiated, and which allegations are not substantiated, including written reasons for each conclusion;

- (ii) whether, from the material considered by the MIC, there are any mitigating circumstances which the Vice-Chancellor and President should take into account in making any decision in relation to Disciplinary Action; and
- (iii) whether the Staff Member has engaged in Misconduct or Serious Misconduct.

52.6.3 MIC procedure

When allegations are referred to an MIC:

- (a) the MIC will be provided with all relevant material as expeditiously as possible including a copy of the written allegations, a copy of any written response to the allegations by the Staff Member and a copy of any written material considered by the Vice-Chancellor and President in making their decision pursuant to subclause 52.3.
- (b) the MIC will provide a recommendation to the Vice-Chancellor and President as to whether suspension without pay should continue and whether the nature of the suspension be amended to one with pay from the date on which the suspension took effect. Any change to the suspension without pay in this regard will be at the discretion of the Vice-Chancellor and President.
- (c) the MIC will discharge its role in accordance with clause 53.0 of this Agreement however in determining its procedures pursuant to subclause 53.4:
 - (i) must consider whether it would be oppressive or unreasonable for the Staff Member to be permitted to directly cross examine a complainant or other witness, having regard to the nature of the allegations, the identity and relative status of the complainant or other witness and the Staff Member and any other relevant consideration;
 - (ii) if it believes there are reasonable grounds for concern in this regard, may make directions in relation to cross examination which address the concern, which may include a direction that the Staff Member must appoint an independent representative to conduct all or part of the Staff Member's cross examination before the MIC.
- (d) the MIC will complete its role as expeditiously as possible, and will unless exceptional circumstances exist provide its report to the Vice-Chancellor and President within thirty (30) days of the MIC receiving from the Vice-Chancellor and President the information and material pursuant to subclause 52.6.3(a).

52.6.4 Representation

The Staff Member and the University are entitled to be represented in proceedings before the MIC by a Representative as defined in subclause 5.11 of this Agreement.

52.6.5 How the MIC reaches its decision

The MIC may make and record decisions as follows:

- (a) a finding of a majority of an MIC is a finding of the MIC.
- (b) if the MIC makes a finding in relation to any fact by majority, the MIC member who holds a minority view shall include in the report to the Vice-Chancellor and President the reasons for their minority view.

52.7 Vice-Chancellor and President's Decision

52.7.1 Upon receiving the MIC's report, the Vice-Chancellor and President:

- (a) must have regard to the MIC report, however is not bound by the report or its findings;
- (b) must take into account any mitigating factors set out in the report;

- (c) may, if they are satisfied that Misconduct or Serious Misconduct has occurred, determine to impose Disciplinary Action;
- (d) shall advise the Staff Member in writing of their decision, including the nature of any Disciplinary Action with reasons for the decision and any Disciplinary Action; and
- (e) may, at the request of the Staff Member, publish the decision in an appropriate manner.

52.7.2 Before imposing Disciplinary Action, the Vice-Chancellor and President will advise the staff member of their preliminary decision in relation to Disciplinary Action, unless exceptional circumstances render this unnecessary. Where advised, the Staff Member will be allowed an opportunity to respond, limited to the issue of whether the Disciplinary Action should be imposed, and if so, what the nature of the Disciplinary Action should be.

52.7.3 The Vice-Chancellor and President's decision and actions taken pursuant to that decision will be final, except that nothing in this clause will be construed as excluding the jurisdiction of any court or tribunal.

52.8 Confidentiality

Proceedings pursuant to this clause are confidential and must not be disclosed outside of the University by the Vice-Chancellor and President, the Staff Member or any other University staff member. This does not prevent disclosure of information to any party's advisors or anyone who reasonably needs to be advised of that information, as long as the recipients are also advised to maintain similar confidentiality.

53.0 COMMITTEES

53.1 Application

This section applies to the appointment of committees under clause 51.0 (Unsatisfactory Performance Review Committee), clause 52.0 (Misconduct Investigation Committee) and clause 56.0 (Redundancy Review Committee).

53.2 The Establishment of Committees

Where a Committee is required to be established, the Vice-Chancellor and President shall establish the Committee as expeditiously as possible, comprising three (3) people as follows:

- (a) a Chair, who will be jointly appointed by the Vice-Chancellor and President and the Union. The Chair must be external to the Staff Member's division or faculty and may be external to the University;
- (b) one (1) staff member who must be external to the Staff Member's division or faculty; and
- (c) one (1) staff member nominated by the relevant Union.

53.3 Conflict of Interest

The Vice-Chancellor and President will establish a Committee where, having consulted with the Staff Member concerned, the Vice-Chancellor and President is reasonably satisfied that none of the proposed committee members has an actual or potential conflict of interest, having regard to the identity of the Staff Member and the subject matter to be considered by the Committee.

53.4 Committee Procedures

53.4.1 A Committee established pursuant to this clause may determine its own procedures, however it must act consistently with the principles set out in this clause.

53.4.2 A Committee must conduct its proceedings in private, however, it must allow the Staff Member and the University to be represented as required by this Agreement, and will allow the Staff Member or witnesses to be supported by a support person if requested.

53.5 Natural Justice

53.5.1 A Committee must act in accordance with the principles of natural justice, which will require the Committee to proceed in accordance with the following principles:

- (a) No committee member will serve or continue to serve if they are at any time in a position of actual or potential conflict of interest, and each committee member must be in a position to discharge their function as a member of the Committee free from actual or ostensible bias.
- (b) The staff member concerned will be provided with a copy of all information considered by the Committee, including any written statements or other evidence before the Committee, in a manner and at a time which allows the Staff Member a reasonable opportunity to understand and respond to that material.
- (c) A Committee will provide the Staff Member concerned or, where applicable, their Representative with a reasonable opportunity to call and to question witnesses, to present and challenge evidence, to provide a verbal or written response and/or present a submission, and to be present at all times when the Committee is interviewing witnesses, receiving oral evidence or information from any person or hearing submissions.

53.6 Record keeping

53.6.1 A Committee must keep a complete record of proceedings. The record will include an audio recording and a transcript of oral proceedings before the Committee. Where it is impracticable to obtain both records, the record must include either an audio recording or transcript of oral proceedings. The Committee must make the record(s) available to the Staff Member or Vice-Chancellor and President upon request.

53.6.2 Following the delivery of its report, a Committee will deliver the record to the Chief People Officer, who shall maintain the record in a secure and confidential way.

53.7 How decisions are made and recorded

53.7.1 A Committee must record its decision in writing, and give reasons for its conclusions.

53.7.2 A Committee will make its decision unanimously or by majority. A dissenting member of the Committee must record their dissenting decision with reasons.

53.8 Material to be taken into account by the Committee

53.8.1 A Committee must take into account all information which it considers relevant to the case, including any evidence, information or response provided by the Staff Member(s) concerned.

53.8.2 If a Committee believes there is or may be relevant information which was not provided to it during the course of the proceedings:

- (a) the Committee will advise the relevant Staff Member, and provide the Staff Member with an opportunity to provide the Committee with additional information and to make submissions in relation to the circumstances;
- (b) the Committee may still conduct its proceedings and make its decision; but

- (c) the Committee must, in its report, explain the circumstances and advise the impact, if any, which those circumstances had on the capacity of the Committee to make its decision.

53.9 Support for Committees

The University will provide each Committee with reasonable secretarial support, and make available premises and other support required for the Committee to discharge its functions.

54.0 MEDICAL CONDITIONS AFFECTING WORK

54.1 Application

The procedures outlined in this clause apply to all Staff Members, except casual Staff Members. This process is independent of any process conducted by the Staff Member's superannuation or temporary incapacity/income protection insurance provider and is not intended to limit the Staff Member's ability to access this at any time.

54.2 Medical examination

- 54.2.1 The Vice-Chancellor and President may direct, in writing and by providing one (1) month notice, any Staff Member whose capacity to perform their duties is in doubt to undergo a medical examination by a medical practitioner chosen and paid for by the University. By agreement with the Staff Member the notice period may be reduced to allow an examination by a medical practitioner to occur in a shorter timeframe. At this time, the University will advise the Staff Member of their options regarding access to workplace rehabilitation and/or workers' compensation, as outlined in the relevant University policy and/or retirement or temporary incapacity/income protection pursuant to the rules of the relevant superannuation fund.
- 54.2.2 Where the Staff Member elects to apply to the Staff Member's superannuation fund, prior to the expiry of the period of notice, for permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 54.2.1 will lapse and no further action will, subject to subclause 54.2.3 be taken by the Vice-Chancellor and President under this clause.
- 54.2.3 Where the superannuation fund decides that the Staff Member, following a period of receipt of temporary incapacity benefit, is capable of resuming work and the Vice-Chancellor and President elects to dispute this decision, the Vice-Chancellor and President may proceed in accordance with this clause without further recourse to the provisions of subclause 54.2.2.
- 54.2.4 As far as possible the medical practitioner, will apply the same definition of permanent disablement (or equivalent definition) as contained in the trust deeds (or equivalent) of the Staff Member's superannuation scheme, if any, in determining qualification of a disablement pension or other similar benefit.
- 54.2.5 A copy of the medical report made by the medical practitioner under subclause 54.2.1 will be made available to the Vice-Chancellor and President and to the Staff Member.

54.3 Outcomes of the medical examination

- 54.3.1 If the medical examination reveals that the Staff Member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months from the date of the report under subclause 54.2.5, the Vice-Chancellor and President may, subject to subclause 54.4, terminate the employment of the Staff Member in accordance with the notice required by the Staff Member's contract of employment.

- 54.3.2** Prior to taking action to terminate the employment of a Staff Member, the Vice-Chancellor and President may offer the Staff Member the opportunity to submit a resignation and where submitted it will be accepted and no action taken to proceed with termination.

54.4 Seeking a further medical review

- 54.4.1** A Staff Member (or person acting on their behalf) may request a further medical review within fourteen (14) days of the medical report being made available to the Staff Member under subclause 54.2.5. This further review will be by an independent specialist, agreed to between the University and the Staff Member (or person acting on their behalf). The University will cover the costs of the additional assessment.
- 54.4.2** Following a request for a review the Vice-Chancellor and President will not terminate the employment of the Staff Member unless and until the findings of the initial report under subclause 54.2.5 are confirmed.
- 54.4.3** The independent specialist under this clause will be provided with any relevant material including the report under clause 54.2. The outcome of this review will be as per clause 54.3.

54.5 Failure to attend an appointment in accordance with this clause

- 54.5.1** The Vice-Chancellor and President may construe a failure by a Staff Member to undergo a medical examination in accordance with these procedures within two (2) months of a written notification to do so as establishing that such a medical examination would have found that the Staff Member is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months. In such circumstances, the Vice-Chancellor and President may act accordingly provided that such a refusal by a Staff Member in these circumstances will not constitute Misconduct or Serious Misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

54.6 Work health and safety concerns

Where the Director, Health, Safety and Environment identifies there are genuine and immediate work health and safety concerns for a Staff Member and/or others, the University can direct a Staff Member to attend a medical appointment, with a reduced notice period, independent of subclause 54.2.

55.0 TERMINATION OF EMPLOYMENT

55.1 Circumstances of termination by the University

The University may only terminate the employment of a Staff Member appointed to an ongoing or fixed-term position under the following circumstances and in accordance with the provisions of this Agreement:

- (a) voluntary and involuntary redundancy;
- (b) termination of employment as a result of Disciplinary Action for either unsatisfactory performance or Serious Misconduct;
- (c) medical conditions affecting work;
- (d) termination during or at the end of the period of probation; and
- (e) in circumstances where a person's continued employment is no longer permissible by law or where the Staff Member is no longer permitted by law to carry out any of the requirements of their position.

The period of notice required in each case, if any, is specified in the relevant clauses of this Agreement.

55.2 Notice of termination by the University

55.2.1 The University will provide the following notice of termination to Staff Members (excluding casuals):

Period of Continuous Service	Period of notice*
Less than one year	2 weeks
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

* In addition to the notice periods specified above, Staff Members over the age of 45 years at the time of giving of notice with not less than two (2) years' continuous service, will be entitled to an additional week's notice.

55.2.2 Payment in lieu of the notice prescribed in subclause 55.2.1 may be made. This payment will be equal to the wages a Staff Member would have received in respect of ordinary time had the Staff Member worked during the period of notice.

55.3 Notice of termination by a Staff Member

55.3.1 The notice of termination required to be given by a Staff Member will be the same as that required of the University, excluding the additional notice based on age of the Staff Member. At its discretion, the University may accept a shorter period of notice.

55.3.2 If a staff Staff Member fails to give the required notice, the University may withhold and debit monies due to the Staff Member or take legal action to recover monies, to a maximum amount equal to the ordinary rate of pay for the period of notice required but was not given.

55.4 Expiration of a fixed-term appointment

55.4.1 Notice of renewal or non-renewal

- (a) A Staff Member appointed on a fixed-term appointment in categories 1, 2, 3 or 7 as defined in subclause 39.2.2, will be provided with a written notice of intention to renew or not renew the appointment as prescribed in subclause 55.2.1.
- (b) Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by this subclause, it shall be sufficient if the University:
 - (i) advises those circumstances to the Staff Member in writing at the latest time at which the notice would otherwise be required to be given; and
 - (ii) gives notice to the Staff Member at the earliest practicable date thereafter.

55.4.2 Severance pay

Severance pay will be payable for Continuous Service in a fixed-term position if the following conditions are met:

- (a) a Staff Member is appointed on a fixed-term appointment described in categories 1, 2, 3 or 7 as defined in subclause 39.2.2, whose appointment is not renewed in circumstances where:

- (i) in the case of a Staff Member on a second or subsequent fixed-term appointment, the same or substantially similar duties are no longer required by the University; or
 - (ii) the duties continue to be required but another person has been appointed, or is to be appointed, to undertake the same or substantially similar duties;
- (b) the Staff Member seeks to continue employment in writing; and
- (c) when there is no further offer of employment.

Severance pay will not be payable if the University makes a further offer of employment prior to, or within four (4) weeks of, the expiry of the Staff Member's fixed term appointment, irrespective of whether the Staff Member accepts the further offer of employment.

Staff Members who are eligible for severance pay will be entitled to the following amount of severance pay in respect of their Continuous Service in a fixed-term position:

Period of Continuous Service in a fixed-term position	Severance pay
Up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

By giving written notice to the Staff Member the University may defer the payment of severance pay for a maximum of four (4) weeks after the expiry of a Staff Member's fixed-term appointment to allow the University the opportunity to make any further offer of employment. Payment of severance after this four (4) week period to be payable in the next available full fortnightly payrun.

The University must not take any action for the sole purpose of avoiding its obligations to pay severance pay.

Multiple fixed-term appointments

Severance pay is payable for a Staff Member who has multiple fixed-term appointments, if one of those fixed-term contracts is not renewed and the above conditions in 55.4.2 are met and provided that the amount of severance pay is calculated pro-rata and on the lesser amount of:

- (a) the position fraction of the relevant fixed-term contract, or
- (b) the position fraction of the relevant fixed-term contract less any increase in the total position fraction from other existing fixed-term contracts within four (4) weeks of the entitlement to severance.

55.5 Abandonment of employment

55.5.1 Where a Staff Member is absent from duty for a continuous period of five (5) working days without advice to the supervisor or the approval of the University, or without apparent good cause, and the University has made reasonable efforts to contact the Staff Member, the University will send a letter to the Staff Member's last known mailing address asking the Staff Member to inform the University of the reasons for the unauthorised absence from duty. A copy of the letter will be sent to the known email address of the Staff Member.

55.5.2 The University may send a letter to the Staff Member's last known mailing address before the expiration of the five (5) working days of the initial unauthorised absence if the University suspects that a Staff Member has abandoned their employment.

- 55.5.3** If there is no response to the University's letter within ten (10) working days, the Staff Member will be suspended without pay. This will take effect from the close of business on the last day the Staff Member actually attended work or was on approved leave or was absent on duty.
- 55.5.4** If the Staff Member does not establish to the satisfaction of the Vice-Chancellor and President that the Staff Member was absent for reasonable cause or if the Staff Member did not respond within 20 working days, the Vice-Chancellor and President may terminate the Staff Member's employment. Notice will be given in accordance with this Agreement.

56.0 VOLUNTARY AND INVOLUNTARY REDUNDANCY

56.1 Application

- 56.1.1** This clause applies to Staff Members employed on an ongoing or fixed-term basis (excluding pre-retirement fixed-term appointment and contingent research funded fixed-term appointment).
- 56.1.2** Positions may become surplus to the University's requirements, in accordance with clause 10.0, and for reasons of an economic, technological, structural or similar nature, including:
- (a) demonstrated financial constraints leading to the cessation or reallocation of the function or functions performed by the Staff Member to other areas of the University; or
 - (b) a decision by the University to discontinue or curtail a particular service or activity; or
 - (c) technological change and development; or
 - (d) changes imposed through legislative amendment.
- 56.1.3** Where positions are identified as surplus to requirements, the following will apply.

56.2 Voluntary redundancy

- 56.2.1** Where the University identifies a need to achieve staff reductions, the Vice-Chancellor and President (or nominee) will call for applications for voluntary redundancy from relevant Staff Member in the area identified in the implementation plan.
- 56.2.2** Should a Staff Member wish to apply for voluntary redundancy, the application must be submitted to the Vice-Chancellor and President within twenty (20) working days of the invitation to apply.
- 56.2.3** Within ten (10) working days of the closing date of applications to take voluntary redundancy, the Vice-Chancellor and President will either accept or reject the application in accordance with the objective criteria in the plan, and the Staff Member will be advised of the decision. Where a decision is made to reject the application, the Staff Member will be advised of the reasons for non-acceptance and that no further action will be taken to terminate the employment of the Staff Member.
- 56.2.4** Where a Staff Member's application for voluntary redundancy is accepted, the Staff Member will separate from the University's employment within two (2) weeks of receipt of the notification of acceptance, unless otherwise mutually agreed.
- 56.2.5** Staff Members whose application for voluntary redundancy are approved will receive the entitlements for voluntary redundancy as outlined in subclause 56.5 payable in the next available pay run following the date of termination of employment.

56.3 Involuntary redundancy

56.3.1 Where the voluntary measures do not achieve the appropriate staff reductions as set out in the implementation plan, the University may identify specific positions as surplus. Following the identification of these positions the following process will occur:

- (a) The University will hold discussions with the Staff Member(s) directly affected and the Unions. The discussions will take place as soon as practicable after the University has made a decision to declare the position(s) redundant and will cover the following:
 - (i) the reasons for the position(s) becoming surplus;
 - (ii) measures to avoid or minimise the redundancies including the feasibility of alternative employment arrangements such as part-time employment and job share; and
 - (iii) measures to mitigate any adverse effects on the Staff Member(s) concerned.

All relevant information and data will be provided to Staff Members and the Union to assist in the Consultations.

- (b) Following these discussions and investigation of alternative employment arrangements, the Vice-Chancellor and President may formally notify the Staff Member(s) that the position they occupy is surplus to the University's requirements. A Staff Member who applied for voluntary redundancy and whose application was rejected cannot be made redundant under the arrangements for involuntary redundancy.
- (c) Within ten (10) working days of notification, the Staff Member may elect one of the following options and notify the Vice-Chancellor and President in writing:
 - (i) agree to the redundancy and consult with the Authorising Officer as soon as possible to determine the date of termination of employment; or
 - (ii) seek redeployment in accordance with the University's redeployment policy; or
 - (iii) seek review of decision to terminate the position due to redundancy.

56.3.2 Staff Members who accept involuntary redundancy will receive the entitlements for involuntary redundancy as outlined in subclause 56.5 payable in the next available pay run following the date of termination of employment.

56.3.3 Where a Staff Member elects to seek redeployment and where at the end of the redeployment search period the Staff Member has not been redeployed, the Staff Member will receive the entitlements for involuntary redundancy outlined in subclause 56.5 less the salary paid during the redeployment search period.

56.4 Review of involuntary redundancy decision

56.4.1 An application for review of an involuntary redundancy decision may only be made on one or more of the following grounds:

- (a) failure of the University to follow its procedures for involuntary redundancy as outlined in subclause 56.3;
- (b) failure to follow principles of natural justice in making the decision that the position is redundant;
- (c) the redundancy is not a genuine redundancy;
- (d) the redundancy decision was not made on a fair and objective basis.

56.4.2 Upon receipt of an application for review (which must be provided within ten (10) working days of receipt of the notification in accordance with subclause 56.3) the Vice-Chancellor and President will establish a Redundancy Review Committee in accordance with clause 53.0.

- 56.4.3** The Committee must consider the application and make a recommendation within twenty (20) working days of the date of application for review.
- 56.4.4** In its consideration of the Staff Members' application for review, the Committee will consider the grounds outlined in subclause 56.4.1.
- 56.4.5** The Staff Member and the University may be assisted or represented before the Redundancy Review Committee by a Representative as defined in subclause 5.11. The Staff Member and the University or their Representative will have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence.
- 56.4.6** The Committee will make a recommendation to the Vice-Chancellor and President whose decision will be final. The Staff Member will receive a copy of the Committee's recommendation.
- 56.4.7** If the outcome of the review process is that the Staff Member's position remains redundant, the Staff Member will receive the entitlements for involuntary redundancy outlined in subclause 56.5 less the salary paid during the review period.

56.5 Entitlements for voluntary and involuntary redundancy

- 56.5.1** Subject to subclause 56.5.2 a Staff Member whose application for voluntary redundancy is accepted by the Vice-Chancellor and President, or who is made redundant involuntarily by the Vice-Chancellor and President, will be entitled to the following entitlements:

VOLUNTARY REDUNDANCY	INVOLUNTARY REDUNDANCY
Ongoing and fixed-term Staff Members:	Ongoing and fixed-term Staff Members:
A lump sum of 18 weeks' salary plus two (2) weeks' salary for each completed year of continuous ongoing and fixed-term service and an additional payment of eight (8) weeks' salary.	A lump sum of 18 weeks' salary plus two (2) week's salary for each completed year of continuous ongoing and fixed-term service.
Ongoing and fixed-term Staff Members with eligible prior QUT casual service (as per subclause 56.5.5(d)): An additional payment of one (1) weeks' salary.	Ongoing and fixed-term Staff Members with eligible prior QUT casual service (as per subclause 56.5.5(d)): An additional payment of one (1) weeks' salary
The total amount will be capped at 74 weeks.	The total amount will be capped at 74 weeks.

- 56.5.2** A Staff Member employed on a fixed-term basis whose application for voluntary separation is accepted by the Vice-Chancellor and President, or who is made redundant involuntarily by the Vice-Chancellor and President, will be entitled to the entitlements outlined in subclause 56.5 or payment of a lump sum equal to the Staff Member's salary for the remainder of their fixed-term contract whichever is the greater amount.
- 56.5.3** The entitlements in this clause for involuntary redundancy will also be paid to a Staff Member (less any salary paid during a redeployment period) where a Staff Member:
- (a) elects redeployment but is not able to be redeployed to a suitable vacant position; or
 - (b) participates in a trial redeployment period which is unsuccessful; or
 - (c) rejects an offer of redeployment to a suitable position.
- 56.5.4** Leave entitlements

A Staff Member whose employment is terminated under this clause will receive payment for accrued or pro-rata long service leave and accrued recreation leave (and recreation leave loading) applicable at the date of termination.

All leave payments will be calculated on the Staff Member's salary (including any allowances) at the date of cessation of employment.

56.5.5 Calculation of redundancy entitlements

The calculation will be based on the following:

- (a) 'Salary' means the ordinary rate of pay for the Staff Member concerned including any allowances applicable at the date of termination of employment. In cases of Staff Members who are regularly paid penalty rates the salary used for calculation purposes will be an average of the Staff Member's fortnightly salary calculated over the preceding twelve (12) months including shift and penalty payments.
- (b) 'Continuous Service' means a period of service, which is unbroken, as defined in subclause 5.4 for the purpose of calculating a redundancy.
- (c) For Staff Members who have worked varied hours during their ongoing or fixed-term period of service, payment will be calculated as the actual percentage of full-time employment over the full period of that service, or on their existing percentage of full-time employment, whichever is greater.
- (d) For ongoing or fixed-term Staff Members with prior QUT casual service to be eligible to receive an additional payment of one (1) weeks' salary for the purpose of calculating a redundancy, the prior QUT casual service must have been:
 - (i) in a same or substantially similar position (to the redundant ongoing or fixed-term position occupied by the Staff Member) for more than twelve (12) months; and
 - (ii) served immediately prior to the current ongoing or fixed-term appointment; and
 - (iii) be casual service which is unbroken (i.e. continuous) as defined in subclause 5.4.

57.0 REDEPLOYMENT

The redeployment of a Staff Member whose position is declared redundant, will be in accordance with the Redeployment Policy. The University will consult with the Union prior to any proposed changes to this policy.

SCHEDULE ONE: CLASSIFICATION DESCRIPTIONS FOR PROFESSIONAL STAFF POSITIONS

(HIGHER EDUCATION WORKERS LEVELS 1 – 10)

The following descriptors are utilised to inform the job evaluation process.

1. HIGHER EDUCATION WORKER LEVEL 1

Training level or qualifications

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 36.25 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, Labourer, Trainee for Level 2 duties.

Level of supervision

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

Task level

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, eg; cleaning chemicals and hand tools, may be required.

Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

2. HIGHER EDUCATION WORKER LEVEL 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of Year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, Security Patrol Officer.

Level of supervision

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

Task level

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

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

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

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

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

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

3. HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (a) completion of a trades certificate; or
- (b) completion of Year 12, with relevant work experience; or
- (c) equivalent relevant experience or combination of relevant experience and education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level

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

Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

- (a) assist a technical officer in operating a laboratory, including ordering supplies;
- (b) assist in setting up routine experiments;
- (c) monitor experiments for report to a technical officer;
- (d) assist with the preparation of specimens;
- (e) assist with the feeding and care of animals.

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

In clerical positions, perform a range of clerical support tasks including:

- (a) standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;
- (b) provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- (c) process accounts for payment.

4. HIGHER EDUCATION WORKERS LEVEL 4

Training level or qualification

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- (a) completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- (b) completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- (c) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Level of supervision

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

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels.
May undertake stand alone work.

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

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

In technical positions:

- (a) develop new equipment to criteria developed and specified by others;
- (b) under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- (c) demonstrate the use of equipment and prepare reports of technical nature as directed.

In library technician positions:

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

In clerical/secretarial positions:

- (a) may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- (b) be responsible for providing a full range of secretarial services in a faculty;
- (c) plan and set up spreadsheets or data base applications;
- (d) provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.

5. HIGHER EDUCATION WORKERS LEVEL 5

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- (a) completion of a degree without subsequent relevant work experience; or
- (b) completion of an associate diploma and at least two (2) years subsequent relevant work experience; or
- (c) completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- (d) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- (a) develop new equipment to general specifications;
- (b) under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstration;
- (c) under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- (d) prepare reports of a technical nature.

In library technician positions:

- (a) perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services;
- (b) operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an outposted service.

In administrative positions responsible for the explanation and administration of an administrative function, eg; HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- (a) work as part of a research team in a support role;
- (b) provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- (c) provide counselling services.

6. HIGHER EDUCATION WORKER LEVEL 6

Training level or qualifications

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- (a) manage a teaching or research laboratory or a field station;
- (b) provide highly specialised technical services;
- (c) set up complex experiments;
- (d) design and construct complex or unusual equipment to general specifications;
- (e) assist honours and postgraduate students with their laboratory requirements;
- (f) install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- (a) provide financial, policy and planning advice;
- (b) service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- (c) monitor expenditure against budget in a school or small faculty.

In professional positions:

- (a) work as part of a research team;
- (b) provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- (c) provide counselling services;
- (d) undertake a range of computer programming tasks;
- (e) provide documentation and assistance to computer users;
- (f) analyse less complex user and system requirements.

7. HIGHER EDUCATION WORKER LEVEL 7

Training level or qualifications

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

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

Level of supervision

Broad direction. May manage other administrative, technical and/or professional staff.

Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

8. HIGHER EDUCATION WORKER LEVEL 8

Training level or qualifications

Persons employed at Level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. May manage other administrative, technical and/or professional staff.

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

9. HIGHER EDUCATION WORKER LEVEL 9

Training level or qualifications

Persons employed at Level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving

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

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

10. HIGHER EDUCATION WORKER LEVEL 10

Training level or qualifications

Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- (a) proven expertise in the management of significant human and material resources; in addition to, in some areas;
- (b) postgraduate qualifications and extensive relevant experience.

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE TWO: MINIMUM RATES OF PAY AND ALLOWANCES

* 4.8% is paid as follows:

- 3% payable as an administrative increase from the first full paid period on or after 1 December 2022; and
- the remaining 1.8% (calculated on the rate prior to the increase at clause 21.1(a)(i)) payable from the first full paid period following successful ballot of this Agreement.

FULL TIME PROFESSIONAL STAFF

Note: The effective salary divisor has been implemented as a percentage-based salary loading

Classification	Step	First full pay period following successful ballot of this Agreement	First full pay period on or after 1/12/2023	First full pay period on or after 1/12/2024	First full pay period on or after 1/12/2025
		* 4.8%	3.8%	3.5%	2%
HEW 1	01	\$53,056.21	\$55,072.39	\$57,000.13	\$58,140.23
	02	\$54,143.09	\$56,200.75	\$58,167.88	\$59,331.47
	03	\$55,515.65	\$57,625.49	\$59,642.45	\$60,835.51
HEW 2	01	\$56,887.16	\$59,048.92	\$61,115.71	\$62,338.26
	02	\$58,260.76	\$60,474.70	\$62,591.32	\$63,843.35
HEW 3	01	\$59,625.49	\$61,891.35	\$64,057.80	\$65,339.05
	02	\$61,267.81	\$63,596.02	\$65,821.96	\$67,138.42
	03	\$62,904.39	\$65,294.95	\$67,580.38	\$68,932.06
	04	\$64,561.58	\$67,015.02	\$69,360.71	\$70,748.14
	05	\$66,323.13	\$68,843.62	\$71,253.23	\$72,678.48
HEW 4	01	\$68,092.77	\$70,680.31	\$73,154.35	\$74,617.44
	02	\$69,861.36	\$72,516.21	\$75,054.43	\$76,555.61
	03	\$71,638.30	\$74,360.72	\$76,963.39	\$78,502.66
HEW 5	01	\$74,013.21	\$76,825.90	\$79,514.92	\$81,105.32
	02	\$76,395.95	\$79,299.16	\$82,074.80	\$83,716.34
	03	\$78,751.81	\$81,744.51	\$84,605.72	\$86,297.87
	04	\$81,116.02	\$84,198.47	\$87,145.51	\$88,888.54
	05	\$83,479.71	\$86,652.17	\$89,685.05	\$91,478.94
HEW 6	01	\$85,857.75	\$89,120.47	\$92,239.71	\$94,084.74
	02	\$88,229.52	\$91,582.26	\$94,787.85	\$96,683.76
	03	\$90,585.65	\$94,028.13	\$97,319.29	\$99,265.81
	04	\$92,964.73	\$96,497.48	\$99,875.00	\$101,872.66
HEW 7	01	\$94,734.10	\$98,334.17	\$101,775.86	\$103,811.61
	02	\$97,696.28	\$101,408.79	\$104,958.23	\$107,057.64
	03	\$100,662.11	\$104,487.32	\$108,144.52	\$110,307.58
	04	\$103,627.42	\$107,565.34	\$111,330.28	\$113,557.00

Classification	Step	First full pay period following successful ballot of this Agreement	First full pay period on or after 1/12/2023	First full pay period on or after 1/12/2024	First full pay period on or after 1/12/2025
		* 4.8%	3.8%	3.5%	2%
HEW 8	01	\$106,563.77	\$110,613.35	\$114,485.00	\$116,774.86
	02	\$110,120.78	\$114,305.50	\$118,306.30	\$120,672.59
	03	\$113,673.36	\$117,992.96	\$122,122.90	\$124,565.38
	04	\$117,230.63	\$121,685.64	\$125,944.72	\$128,463.64
	05	\$120,783.73	\$125,373.62	\$129,761.84	\$132,357.20
HEW 9	01	\$124,337.10	\$129,062.13	\$133,579.49	\$136,251.29
	02	\$127,303.45	\$132,141.18	\$136,766.29	\$139,501.75
	03	\$130,257.54	\$135,207.46	\$139,939.79	\$142,738.65
HEW 10	01	\$133,220.24	\$138,282.86	\$143,122.95	\$145,985.46
	02	\$138,481.40	\$143,743.87	\$148,774.93	\$151,750.67
	03	\$143,743.09	\$149,205.40	\$154,427.69	\$157,516.41
	04	\$149,003.99	\$154,666.15	\$160,079.68	\$163,281.35

CASUAL PROFESSIONAL STAFF

Note: The effective salary divisor has been implemented as an increase to the casual loading rate

Classification	Step	First full pay period following successful ballot of this Agreement		First full pay period on or after 1/12/2023		First full pay period on or after 1/12/2024		First full pay period on or after 1/12/2025	
		* 4.8%		3.8%		3.5%		2%	
		Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading
HEW 1	01	\$28.05	\$35.08	\$29.11	\$36.41	\$30.13	\$37.69	\$30.73	\$38.44
	02	\$28.62	\$35.80	\$29.71	\$37.16	\$30.75	\$38.46	\$31.36	\$39.23
	03	\$29.35	\$36.70	\$30.46	\$38.10	\$31.53	\$39.43	\$32.16	\$40.22
HEW 2	01	\$30.07	\$37.61	\$31.21	\$39.04	\$32.31	\$40.41	\$32.95	\$41.22
	02	\$30.80	\$38.52	\$31.97	\$39.98	\$33.09	\$41.38	\$33.75	\$42.21
HEW 3	01	\$31.52	\$39.42	\$32.72	\$40.92	\$33.86	\$42.35	\$34.54	\$43.20
	02	\$32.39	\$40.51	\$33.62	\$42.05	\$34.79	\$43.52	\$35.49	\$44.39
	03	\$33.25	\$41.59	\$34.52	\$43.17	\$35.72	\$44.68	\$36.44	\$45.57
	04	\$34.13	\$42.69	\$35.43	\$44.31	\$36.67	\$45.86	\$37.40	\$46.78
	05	\$35.06	\$43.85	\$36.39	\$45.52	\$37.67	\$47.11	\$38.42	\$48.05
HEW 4	01	\$35.99	\$45.02	\$37.36	\$46.73	\$38.67	\$48.37	\$39.44	\$49.33
	02	\$36.93	\$46.19	\$38.33	\$47.94	\$39.68	\$49.62	\$40.47	\$50.62
	03	\$37.87	\$47.36	\$39.31	\$49.16	\$40.68	\$50.89	\$41.50	\$51.90
HEW 5	01	\$39.12	\$48.93	\$40.61	\$50.79	\$42.03	\$52.57	\$42.87	\$53.62
	02	\$40.38	\$50.51	\$41.92	\$52.43	\$43.39	\$54.27	\$44.25	\$55.35
	03	\$41.63	\$52.07	\$43.21	\$54.05	\$44.73	\$55.94	\$45.62	\$57.06
	04	\$42.88	\$53.63	\$44.51	\$55.67	\$46.07	\$57.62	\$46.99	\$58.77
	05	\$44.13	\$55.19	\$45.81	\$57.29	\$47.41	\$59.30	\$48.36	\$60.48
HEW 6	01	\$45.39	\$56.77	\$47.11	\$58.92	\$48.76	\$60.99	\$49.74	\$62.21
	02	\$46.64	\$58.34	\$48.41	\$60.55	\$50.11	\$62.67	\$51.11	\$63.93
	03	\$47.89	\$59.89	\$49.71	\$62.17	\$51.45	\$64.35	\$52.48	\$65.63
	04	\$49.14	\$61.47	\$51.01	\$63.80	\$52.80	\$66.04	\$53.85	\$67.36
HEW 7	01	\$50.08	\$62.64	\$51.98	\$65.02	\$53.80	\$67.29	\$54.88	\$68.64
	02	\$51.65	\$64.59	\$53.61	\$67.05	\$55.49	\$69.40	\$56.60	\$70.78
	03	\$53.21	\$66.56	\$55.24	\$69.09	\$57.17	\$71.50	\$58.31	\$72.93
	04	\$54.78	\$68.52	\$56.86	\$71.12	\$58.85	\$73.61	\$60.03	\$75.08
HEW 8	01	\$56.33	\$70.46	\$58.48	\$73.14	\$60.52	\$75.70	\$61.73	\$77.21

Classification	Step	First full pay period following successful ballot of this Agreement		First full pay period on or after 1/12/2023		First full pay period on or after 1/12/2024		First full pay period on or after 1/12/2025	
		* 4.8%		3.8%		3.5%		2%	
		Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading	Hourly Rate	+25% casual loading
	02	\$58.21	\$72.81	\$60.43	\$75.58	\$62.54	\$78.22	\$63.79	\$79.79
	03	\$60.09	\$75.16	\$62.38	\$78.02	\$64.56	\$80.75	\$65.85	\$82.36
	04	\$61.97	\$77.51	\$64.33	\$80.46	\$66.58	\$83.27	\$67.91	\$84.94
	05	\$63.85	\$79.86	\$66.28	\$82.90	\$68.60	\$85.80	\$69.97	\$87.51
HEW 9	01	\$65.73	\$82.21	\$68.23	\$85.33	\$70.62	\$88.32	\$72.03	\$90.09
	02	\$67.30	\$84.17	\$69.86	\$87.37	\$72.30	\$90.43	\$73.75	\$92.24
	03	\$68.86	\$86.13	\$71.48	\$89.40	\$73.98	\$92.53	\$75.46	\$94.38
HEW 10	01	\$70.43	\$88.08	\$73.10	\$91.43	\$75.66	\$94.63	\$77.18	\$96.53
	02	\$73.21	\$91.56	\$75.99	\$95.04	\$78.65	\$98.37	\$80.22	\$100.34
	03	\$75.99	\$95.04	\$78.88	\$98.65	\$81.64	\$102.11	\$83.27	\$104.15
	04	\$78.77	\$98.52	\$81.77	\$102.27	\$84.63	\$105.84	\$86.32	\$107.96

ALLOWANCES

Allowance	Clause	First full pay period following successful ballot of this Agreement	First full pay period on or after 1/12/2023	First full pay period on or after 1/12/2024	First full pay period on or after 1/12/2025
		* 4.8%	3.8%	3.5%	2%
First Aid	22.4	\$30.97	\$32.15	\$33.28	\$33.95
Sanitary	22.5	\$17.81	\$18.49	\$19.14	\$19.53
Tool - Electrical & Building Trades	22.6	\$58.42	\$60.64	\$62.77	\$64.03
Field Trip	22.7	\$78.00	\$80.96	\$83.80	\$85.47
Meal allowance 1	31.7.3 or 31.7.5	\$18.17	\$18.86	\$19.52	\$19.91
Meal allowance 2	31.7.4 or 31.7.5	\$32.07	\$33.28	\$34.45	\$35.14
Indigenous Australian Language Allowance	22.8	\$4,401.24 p.a.	\$4,568.49 p.a.	\$4,728.39 p.a.	\$4,822.96 p.a.

SCHEDULE THREE: CONTINGENT RESEARCH FUNDED APPOINTMENTS

1. ELIGIBILITY FOR CONTINUING (CONTINGENT RESEARCH FUNDED) APPOINTMENT

A fixed-term Staff Member appointed to a position(s) engaged in support of research-only functions, funded by contingent research funding for a period of continuous service of three (3) years or more, and who is to be, or has been, appointed to a further consecutive contract of at least twelve (12) months duration, may apply for conversion to a Continuing (Contingent Research Funded) appointment. An application for conversion to a Continuing (Contingent Research Funded) appointment is subject to the following requirements:

- (a) the Staff Member has not been subject to the formal procedures relating to unsatisfactory performance (clause 51.0); and
- (b) the relevant Authorising Officer must be satisfied that:
 - (i) there is likely to be sufficient revenue or funding streams to provide continuing support for the Staff Member's employment; or
 - (ii) the Staff Member has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

2. INTERNAL FUNDING

A fixed-term Staff Member eligible under the conditions of subclause 1 of this Schedule may be appointed, at the discretion of the Executive Dean of a Faculty or Executive Director of an Institute, to a Continuing (Contingent Research Funded) appointment using internal funds, where:

- (a) the use of internal funding is for a limited period;
- (b) the area has a reasonable expectation that alternative contingent research funding or a continuing appointment will become available; and
- (c) the alternative would be the separation of the Staff Member from their position with the University.

3. CIRCUMSTANCES FOR REFUSAL OF CONVERSION

The University may refuse an application for conversion under subclause 1 of this Schedule on the grounds that:

- (a) the criteria in subclause 1 of this Schedule are not satisfied;
- (b) the Staff Member is a student, and their status as a student was the primary reason for their appointment;
- (c) the Staff Member is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement appointment); or
- (d) the conduct of the Staff Member has not been satisfactory.

4. CONDITIONS OF EMPLOYMENT

It is not the intention of this clause that the conditions of employment of a Staff Member employed on a Continuing (Contingent Research Funded) basis be worse than had they been employed on a fixed-term position subject to contingent research funding. That is, a Staff Member employed on, or converted to, Continuing (Contingent Research Funding) Appointment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a Staff Member on a Continuing (Contingent Research Funded) Appointment unless:

- (a) the contingent research funding that supports the position ceases or is insufficient;

(b) the inherent nature of the work required has changed significantly and the skills and experience of the Staff Member will not enable them to complete the requirements of the position; or

(c) termination is under the probation, unsatisfactory performance or disciplinary provisions of this Agreement.

5. CESSATION OF FUNDING

5.1 The following provisions of the Agreement do not apply to Staff Members employed on a Continuing (Contingent Research Funded) basis where funding for continuation of a Continuing (Contingent Research Funded) Appointment ceases:

(a) the consultation provisions of clause 10.0 in respect to the contingent position that Staff Member occupies;

(b) clause 56.0; and

(c) clause 57.0.

5.2 Where the funding that supports a Staff Member's Continuing (Contingent Research Funded) Appointment is due to end:

(a) and during the notice period in subclause 5.5 of this Schedule the contingent research funding for the position is renewed, the notice period ceases to apply and employment continues;

(b) the University may, at its discretion, transfer the Staff Member to another equivalent position; or

(c) where an application for renewal of the contingent research funding for the position is still pending, the period of employment may continue for any period of paid leave the Staff Member is entitled to and thereafter unpaid leave may be approved to retain the employment relationship until a decision on the contingent funding is made. By mutual agreement, payment of leave may be delayed for nine (9) weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine (9) weeks to facilitate continuation of service, but will be paid on termination if it is agreed the Staff Member is not likely to be offered further employment by the University.

5.3 A Staff Member employed on a Continuing (Contingent Research Funded) basis may be employed on subsequent research grants. A break between contracts of up to three (3) months will not constitute a break in continuity of service, but will not be recognised as service.

5.4 At the end of the notice period (and any such approved leave in accordance with subclause 5.2(c) of this Schedule) and after consideration of the provisions in subclause 5.2 of this Schedule, the employment relationship will cease and the severance payment in subclause 5.5 of this Schedule will be made to the Staff Member.

5.5 Notice Periods and Severance Payments for Continuing (Contingent Research Funded) Appointments

If a Staff Member's employment is terminated under those circumstances listed in subclauses 4.1(a) or 4.1(b) above of this Schedule, and a transfer opportunity as specified in subclause 5.2(b) of this Schedule does not exist, the Staff Member will be provided with the following notice and severance payments:

(a) Four (4) weeks' notice of termination, or five (5) weeks if the Staff Member is over 45 years of age, which the University may payout in lieu of notice; and

(b) Severance payments in accordance with the following schedule:

Period of Continuous Service in a fixed-term position	Amount of Severance Payment
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

(c) For the purposes of this clause, 'weeks' pay' means the ordinary time rate of pay for the Staff Member concerned.

Signed for and on behalf of:

Queensland University of Technology

2 George Street, Brisbane QLD 4000

GPO Box 2434, Brisbane QLD 4001

Signature:



Name: MARGARET SHEIL

Position: Vice-chancellor + President

Date: 10 March 2023

**National Tertiary Education Industry
Union**

Address: 1/120 Clarendon Street

South Melbourne VIC 3205

Signature:



Name: Damien Cahill

Position: General Secretary

Date: 7 March 2023



IN THE FAIR WORK COMMISSION

FWC Matter No: AG2023/583

Applicant: Queensland University of Technology

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Margaret Sheil, Vice-Chancellor and President of Queensland University of Technology give the following undertakings with respect to the ***Queensland University of Technology Enterprise Agreement (Professional Staff) 2022-2025*** (the Agreement).

Better off overall test – Penalties of ordinary rate of pay

The University undertakes that in relation to fixed-term and ongoing QUT Precincts Venues and Events Staff and fixed-term and ongoing Research Assistants/ Senior Research Assistants, it will pay the following penalties in place of the penalties set out in Clause 27.2 of the Agreement:

Category of fixed-term and ongoing Staff Members	Days	Span of Hours	Penalties of ordinary rate of pay
QUT Precincts Venues and Events Staff (including Technicians, IT, Events, Public Program, and Visitor Service staff)	Monday to Sunday	Open Span	115% for work outside of 8am – 6pm Mon – Fri * Saturdays:
Research Assistants/ Senior Research Assistants	Monday to Sunday	Open Span	115% for the first three (3) hours 150% for the next three (3) hours 200% thereafter Sundays: 200% for work on Sundays

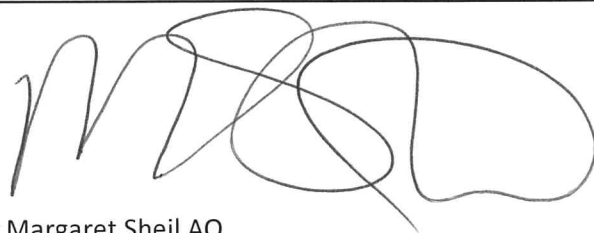
* The 115% penalty (for work outside of 8am-6pm Monday to Friday) does not apply to the hours of work varied in a Staff Member's Individual Flexibility Arrangement (see clause 42.1(a)(i)).

Better off overall test – Weekend penalties for casual staff members

The University undertakes that in relation to casual QUT Precincts Venues and Events Staff, it will pay the following weekend penalties in place of the penalties set out in Clause 29.2 of the Agreement:

Category of casual Staff Members	Saturday	Sunday
QUT Precincts Venues and Events Staff (including Technicians, IT, Events, Public Program, and Visitor Service staff)	(Hourly rate of pay plus 25% casual loading) x 120%	(Hourly rate of pay plus 25% casual loading) x 140%

Signed



Professor Margaret Sheil AO

Vice-Chancellor and President

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).