



# DECISION

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

**Queensland University of Technology**  
**(AG2023/585)**

## **QUEENSLAND UNIVERSITY OF TECHNOLOGY ENTERPRISE AGREEMENT (ACADEMIC STAFF) 2022-2025**

Educational Services

DEPUTY PRESIDENT DOBSON

BRISBANE, 24 March 2023

*Application for approval of the Queensland University of Technology Enterprise Agreement  
(Academic Staff) 2022 - 2025*

[1] An application has been made for approval of an enterprise agreement known as the *Queensland University of Technology Enterprise Agreement (Academic 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] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] 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.

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

- Clause 24 – Parental Leave (definition of a child)
- Clause 45.2.1 – Withholding of NES entitlements

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.

[5] 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.

[6] 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

<AE519575 and 760602>



# **ENTERPRISE AGREEMENT**

ACADEMIC 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.

# ENTERPRISE AGREEMENT (ACADEMIC 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.....	8
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	POSITION CLASSIFICATION STANDARDS.....	13
16.0	SESSIONAL STAFF CLASSIFICATIONS .....	13
17.0	INCREMENTAL PROGRESSION .....	13
18.0	SALARY DIVISOR .....	14
19.0	SALARY INCREASES AND RATES OF PAY.....	14
20.0	ALLOWANCES .....	14
21.0	SUPERANNUATION.....	15
22.0	FLEXIBLE REMUNERATION SCHEME .....	15
23.0	PUBLIC HOLIDAYS.....	16
24.0	LEAVE ENTITLEMENTS .....	16
25.0	PURCHASED LEAVE SCHEME .....	21
26.0	CATEGORIES OF APPOINTMENT.....	21
27.0	CONVERSION FROM FIXED-TERM APPOINTMENT TO AN ONGOING APPOINTMENT .....	28
28.0	MODES OF EMPLOYMENT .....	28
29.0	INDIVIDUAL FLEXIBILITY ARRANGEMENT.....	29
30.0	ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT .....	30
31.0	CODE OF CONDUCT .....	32
32.0	INTELLECTUAL AND ACADEMIC FREEDOM.....	32
33.0	ANTI-BULLYING, HARASSMENT AND COMPLAINT HANDLING FRAMEWORK .....	33
34.0	STANDARDS OF PERFORMANCE.....	33
35.0	CAREER PLANNING, DEVELOPMENT AND PERFORMANCE EXPECTATIONS .....	33
36.0	PROBATION .....	34
37.0	AVAILABILITY .....	36
38.0	WORKLOADS AND ALLOCATION OF WORK .....	37
39.0	SUMMER PROGRAM.....	40
40.0	WORKING OVERSEAS .....	40
41.0	MANAGING UNSATISFACTORY PERFORMANCE.....	40
42.0	DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT .....	43
43.0	COMMITTEES.....	47
44.0	MEDICAL CONDITIONS AFFECTING WORK .....	48
45.0	TERMINATION OF EMPLOYMENT .....	50
46.0	VOLUNTARY AND INVOLUNTARY REDUNDANCY .....	52
47.0	REDEPLOYMENT .....	56

<b>SCHEDULE ONE: SALARY SCALE – FULL TIME ACADEMIC STAFF .....</b>	<b>57</b>
<b>SCHEDULE TWO: SALARY RATES – SESSIONAL STAFF .....</b>	<b>59</b>
<b>SCHEDULE THREE: POSITION CLASSIFICATION STANDARDS.....</b>	<b>62</b>
<b>SCHEDULE FOUR: RESEARCH ONLY ACADEMIC POSITIONS.....</b>	<b>68</b>
<b>SCHEDULE FIVE: SESSIONAL ACADEMIC STAFF POSITIONS .....</b>	<b>73</b>
<b>SCHEDULE SIX: QUT COLLEGE EDUCATORS .....</b>	<b>77</b>
<b>SCHEDULE SEVEN: CONTINGENT RESEARCH FUNDED APPOINTMENT .....</b>	<b>92</b>

## **1.0 TITLE**

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

## **2.0 APPLICATION OF THE AGREEMENT**

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

- (a) Academic staff employed at Queensland University of Technology (QUT) either classified:
  - (i) as levels A-E as defined in Schedule Three; or
  - (ii) as research-only staff classified as levels A-E as defined in Schedule Four; or
  - (iii) as sessional staff as defined in Schedule Five;
- (b) Educators employed in QUT College (English Language Program (ELP), University Entry Program (UEP) including University Diploma/Certificate programs and Foundations/Non-Award programs). The provisions of this Agreement apply to Educators only as specified in Schedule Six. Educators are covered by this Agreement, but are not academic staff;
- (c) Queensland University of Technology (The University); and
- (d) National Tertiary Education Industry Union.

## **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 covered by this Agreement.

### **4.2 Relationship with Awards**

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

### **4.3 Relationship with University Policies**

The negotiated terms and conditions of employment for academic staff 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 academic staff, or the Charters of the University Academic Staff Committee (UASC) and the Faculty Academic Staff Committee (FASC) without reasonable notice and prior Consultation with affected staff and the Union.

#### **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 where 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 (Academic Staff) 2022 – 2025*.

#### **5.2 'Authorising Officer'**

Authorising Officer means the Vice-Chancellor and President, Provost or head of the relevant organisational area, usually the Executive Dean of Faculty or Head of School/Discipline 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 views expressed shall be taken into account before the final decisions are made with the objective of reaching shared views. Consultation shall involve an exchange of relevant information and meaningful discussions. At the request of the staff member(s) or the Union, 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 long service leave only, in the case of sessional staff, service with breaks exceeding three (3) months will be recognised where it is a result of a break between consecutive semesters.

For the purposes of subclause 45.3, 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) formal censure or counselling;
- (b) formal warning;
- (c) withholding of an increment;
- (d) demotion;
- (e) suspension with, or without pay;
- (f) reallocation of duties;
- (g) requirement to undertake further training;
- (h) termination of employment with four (4) months' notice or payment in lieu thereof; or
- (i) in the case of Serious Misconduct, termination of employment 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 'Head'**

Head means the person appointed to be the Head of the School/Discipline with which a staff member is associated, and includes anyone acting in that role on a temporary basis or any nominee. In the case of a staff member who is associated with a research centre or other unit, the Head shall be construed to mean the head of the research centre or unit.

## **5.8 'Misconduct'**

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

## **5.9 'Negotiation'**

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

## **5.10 'Partner'**

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



### **5.11 'Primary Carer'**

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

### **5.12 'Provost'**

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

### **5.13 '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.

### **5.14 '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 5.14(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 employee'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).

### **5.15 '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; and
- (c) any changes likely to lead to job losses.

### **5.16 'Staff Member'**

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

### **5.17 'Supervisor'**

Supervisor means a staff member who is responsible for supervision of academic staff and is an Executive Dean, Head of School/Discipline, Head of Discipline or Head of unit, or nominee.

### **5.18 'The University'**

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

### **5.19 'Union'**

Union means the National Tertiary Education Industry Union (NTEU).

### **5.20 '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.

### **5.21 '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.

### **5.22 '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 academic 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 academic 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. 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 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 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 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 from more than one (1) area. The Union will ensure such

meetings do not interfere with the performance of duties of staff 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** The Union may use a designated email address and internal mail systems to communicate on industrial issues with the 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 24.0 (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 academic staff as a critical element in the provision of quality service. The University is committed, wherever possible, to retaining the services of, and offering ongoing opportunities to current staff members. The University is committed to ensuring that staff have job security and will seek to avoid job losses.
- 9.2** The University will, wherever possible, implement alternative voluntary measures prior to job loss, including redeployment, voluntary flexible working arrangements, and consideration of job swap arrangements.
- 9.3** Where job losses are unavoidable, the University will strenuously explore all measures available to minimise involuntary redundancies, including voluntary early retirement and voluntary redundancies. Involuntary redundancies will be used as a last resort and should be avoided if possible.

## **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 5.15 the University will develop a change proposal including an implementation plan and consult with affected staff 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 46.0 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 and will include the timetable for change, consideration of alternative ways of introducing change and means of avoiding detrimental outcomes for staff. 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.

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 46.0.
- 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 Union. 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 or 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 the 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**

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**

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 POSITION CLASSIFICATION STANDARDS**

- 15.1** The duties of academic staff will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule Three.
- 15.2** The duties of research-only staff members will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule Four.
- 15.3** Academic work comprises academic leadership, teaching performance and leadership, research, scholarship, creative activity, professional practice, commercialisation activity, service/engagement, administration and professional leadership. Academic staff (except sessionals) will be provided with adequate and appropriate opportunities to perform in relevant areas of this work.

## **16.0 SESSIONAL STAFF CLASSIFICATIONS**

The definitions for sessional academic classifications are outlined in Schedule Five.

The University shall have systems in place which reasonably ensure that sessional employees are paid for all required work pursuant to their contract of employment.

## **17.0 INCREMENTAL PROGRESSION**

- 17.1** Incremental progression is available for staff members excluding sessional staff and those staff at the top salary point of the relevant level.
- 17.2** On completion of twelve (12) months satisfactory service, a staff member will progress to the next increment within the salary scale.
- 17.3** An increment may only be withheld on performance grounds where a staff member is subject to the formal procedures relating to unsatisfactory performance (clause 41.0) which commenced at least four (4) weeks before the increment is due.



- 17.4** Where unsatisfactory performance, as per subclause 41.2, has been invoked and is subsequently resolved satisfactorily as per subclause 41.2.4, the staff member's increment will be effective from the date the decision was made that the staff member had demonstrated satisfactory performance.

## **18.0 SALARY DIVISOR**

### **18.1 Annual Divisor**

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

## **19.0 SALARY INCREASES AND RATES OF PAY**

### **19.1 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 19.1(a)(i)) payable from the first full paid 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.

### **19.2 Rates of Pay**

Schedule One sets out the full salary scale of minimum rates of pay for full-time academic and research-only staff as defined in the Agreement. Schedule Two sets out the salary rates for sessional staff.

## **20.0 ALLOWANCES**

### **20.1 Allowance Increases**

This Agreement provides allowance increases in accordance with subclause 19.1, as set out in Schedule One.

### **20.2 Higher duties allowance**

- 20.2.1** When a full-time or part-time staff member is requested and has agreed to temporarily perform the duties of a designated higher classified position involving a significant coordination/management role (e.g. acts in a vacant Course Coordinator, Head of School/Discipline position, Executive Director of Institute or Executive Dean) for ten (10) or more consecutive working days, the staff member will be paid an allowance equivalent to the difference between their salary and the minimum salary of the higher classification.

### **20.3 First aid allowances**

- 20.3.1** Full-time and part-time staff eligible for first aid allowance will be paid per fortnight.

- 20.3.2** 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.

## **20.4 Language allowance**

The provisions relating to language allowance eligibility are contained in subclause 30.3.

## **21.0 SUPERANNUATION**

- 21.1** The University will provide 17% employer superannuation contributions to fixed term and ongoing staff, 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%.
- 21.2** The University will provide sessional staff an employer superannuation contribution consistent with the Superannuation Guarantee contributions as required by relevant legislation.
- 21.3** 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.

## **22.0 FLEXIBLE REMUNERATION SCHEME**

- 22.1** 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.
- 22.2** Eligible staff may enter into a Flexible Remuneration Scheme with the authorised providers of the University.
- 22.3** 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.
- 22.4** Participation in the Scheme is voluntary and reviewed annually. Participants are encouraged to seek financial advice prior to participating in the Scheme. Staff will be required to sign a release form and submit it to the Human Resources Department.
- 22.5** Allowances and/or payments not paid as part of base salary such as higher duties allowance will not be considered as part of gross salary for the purposes of flexible remuneration unless a commitment has been made by the University to provide the allowance on a continuous basis for at least twelve (12) months into the future.

## 23.0 PUBLIC HOLIDAYS

All staff members, except sessional staff members, will be entitled to public holidays as gazetted annually, without loss of pay, for hours they would have otherwise worked on that day, had it not been a Public Holiday.

## 24.0 LEAVE ENTITLEMENTS

The following table sets out the basic entitlements for full-time staff 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
<b>Recreation Leave</b>	Ongoing and fixed-term	<p>4 weeks (20 days) for each 12 months of Continuous Service.</p> <p>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.</p>	<ul style="list-style-type: none"> <li>Staff and Head of School/Discipline to plan for and discuss leave periods during Career Planning, Development and Performance Expectations discussions and annual work plans.</li> <li>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.</li> <li>Leave loading of 17.5% of ordinary salary.</li> <li>Leave can be taken in unbroken periods.</li> <li>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.</li> <li>Accrued leave entitlement paid on termination of employment.</li> </ul>
<b>Personal Leave</b>	Ongoing and fixed-term	10 days (cumulative) per annum.	<ul style="list-style-type: none"> <li>Staff employed as ongoing or fixed-term for at least 12 months have entitlement in advance for first year of entitlement.</li> <li>Personal Leave entitlement will transfer to a further new appointment at the University provided the break in employment is not greater than 3 months.</li> <li>Appropriate evidence must be provided where a staff member takes more than 3 consecutive days Personal Leave.</li> </ul>
	Sessional	No entitlement to paid personal leave.	
<b>Additional Personal Leave (including unpaid carer's leave)</b>	Ongoing and fixed-term	7 days paid leave each 12 months.	<ul style="list-style-type: none"> <li>Non-cumulative.</li> <li>Where a staff member has exhausted their additional personal leave they are further entitled to 2 days unpaid carer's leave per occasion.</li> </ul>

Leave Type	Staff Category	Entitlement	Conditions
	Sessional	2 days unpaid carer's leave per occasion.	
<b>Long Service Leave</b>	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"> <li>Leave can be taken for a minimum period of 1 day.</li> <li>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.</li> <li>May claim Personal Leave instead of Long Service Leave if ill for three or more consecutive days, by submitting a medical certificate.</li> <li>Recognition of prior service subject to policy.</li> <li>Can take leave at time of choosing provided 6 months' notice is given, prior to leave commencing.</li> <li>Staff with an entitlement to accrued long service leave will be paid their entitlement upon ceasing employment at the University.</li> <li>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.</li> </ul>
	Sessional	<p>Entitlement on completion of 7 years Continuous Service.</p> <p>Formula: Actual Units x 0.025 x hourly rate.</p> <p>Actual Units means total hours paid.</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>	
<b>Maternity Leave including</b>	Ongoing and fixed-term	Up to 26 weeks paid leave after 12 months service:	<ul style="list-style-type: none"> <li>As per the NES, a staff member is entitled to return to position held immediately prior to taking parental leave.</li> </ul>

Leave Type	Staff Category	Entitlement	Conditions
<b>Primary Carer Parental Leave</b>		<ul style="list-style-type: none"> <li>12 weeks paid maternity leave; and</li> <li>14 weeks paid primary carer parental leave.</li> </ul> <p>Up to 12 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> <li>6 weeks paid maternity leave; and</li> <li>6 weeks paid primary carer parental leave.</li> </ul> <p>52 weeks unpaid parental leave, less any paid leave accessed (excluding Federal Government Paid Parental Leave).</p> <p>Nil paid leave less than 9 months service.</p>	<ul style="list-style-type: none"> <li>12 weeks paid leave in special circumstances defined in Policy.</li> <li>Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Maternity Leave including Primary Carer Parental Leave.</li> <li>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.</li> <li>Must be accessed within 12 months of the birth of the child.</li> <li>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.</li> <li>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.</li> </ul>
	Sessional – primary carer	52 weeks unpaid leave.	
<b>Partner Leave including Primary Carer Parental Leave</b>	Ongoing and fixed-term	<p>Up to 16 weeks paid leave after 12 months service:</p> <ul style="list-style-type: none"> <li>10 days paid partner leave; and</li> <li>14 weeks paid primary carer parental leave.</li> </ul> <p>Up to 7 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> <li>5 days paid Partner Leave; and</li> <li>6 weeks paid primary carer parental leave.</li> </ul> <p>Nil paid leave less than 9 months service.</p> <p>52 weeks unpaid parental leave less any paid leave accessed (excluding Federal</p>	<ul style="list-style-type: none"> <li>Partner leave can be taken in single days.</li> <li>As per the NES, a staff member is entitled to return to position held immediately prior to taking parental leave in accordance with policy.</li> <li>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.</li> <li>Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Partner Leave including Primary Carer Parental Leave.</li> <li>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.</li> <li>Must be accessed within 12 months of the birth of the child.</li> <li>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.</li> </ul>

Leave Type	Staff Category	Entitlement	Conditions
		Government Paid Parental Leave).	
	Sessional – primary carer	52 weeks unpaid leave.	
<b>Adoption Leave</b>	Ongoing and fixed-term – primary carer  * Partner leave as per above	Up to 26 weeks paid adoption leave after 12 months service.  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"> <li>▪ 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.</li> <li>▪ Paid leave not available to staff member if adopting a child of their Partner.</li> <li>▪ Must be accessed within 12 months of the placement of the child.</li> <li>▪ Can use accrued recreation leave or long service leave, where an entitlement exists, in addition to Adoption Leave.</li> <li>▪ 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.</li> </ul>
	Sessional–primary carer	52 weeks unpaid leave.	
<b>Compassionate Leave</b>	Ongoing and fixed-term	2 days paid compassionate leave per occasion.	<ul style="list-style-type: none"> <li>▪ Compassionate Leave may also be accessed in the event of a miscarriage.</li> </ul>
	Sessional	2 days unpaid compassionate leave per occasion.	
<b>Domestic and Family Violence Leave</b>	Ongoing and fixed-term	Up to 20 days paid leave per annum.	<ul style="list-style-type: none"> <li>▪ Non-cumulative.</li> <li>▪ Subject to satisfying requirements in policy.</li> <li>▪ 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.</li> </ul>
	Sessional	Up to 20 days paid leave per annum.	<ul style="list-style-type: none"> <li>▪ Non-cumulative.</li> <li>▪ Subject to satisfying requirements in policy.</li> </ul>
<b>Gender Affirmation Leave</b>	Ongoing and fixed-term	Up to a total of 40 days paid leave per person during any employment with QUT.  Once the full 40 days has been exhausted, there is no further Gender Affirmation Leave available to a staff member, including	<ul style="list-style-type: none"> <li>▪ Gender Affirmation is the process by which trans and gender diverse people affirm their gender identity.</li> <li>▪ Can be used in a single block or one or more blocks.</li> <li>▪ Subject to satisfying requirements in policy.</li> <li>▪ 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.</li> </ul>

Leave Type	Staff Category	Entitlement	Conditions
		in any subsequent employment with QUT.	<ul style="list-style-type: none"> <li>Can use any entitlement to accrued recreation leave or long service leave in addition to Gender Affirmation Leave.</li> </ul>
<b>Defence Reserve Forces Leave</b>	Ongoing and fixed-term	Paid leave.	<ul style="list-style-type: none"> <li>Only members of Reserve Forces.</li> <li>In accordance with Federal Government Provisions.</li> </ul>
<b>Community Service Leave</b>	Ongoing and fixed-term	Paid leave for jury service.	<ul style="list-style-type: none"> <li>Staff can elect to take:               <ul style="list-style-type: none"> <li>(a) unpaid leave – can retain all jury fees; or</li> <li>(b) full pay leave – jury fees must be paid to the University.</li> </ul> </li> </ul>
	Ongoing and fixed-term	Paid State Emergency Services leave.	<ul style="list-style-type: none"> <li>Only members of the State Emergency Service.</li> <li>Emergency declared by authority of the <i>Disaster Management Act</i>, or at the Chief People Officer's discretion.</li> </ul>
	All staff	Unpaid Voluntary Emergency Management Activity leave.	<ul style="list-style-type: none"> <li>Only members of a recognised emergency management body.</li> <li>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.</li> </ul>
<b>Leave Without Pay</b>	All staff	Unpaid leave.	<ul style="list-style-type: none"> <li>Recreation leave entitlement should be used first.</li> <li>At University discretion.</li> <li>First 10 days recognised as service for the purpose of leave accrual.</li> </ul>
<b>Trade Union Leave</b>	Ongoing and fixed-term	5 days per calendar year at ordinary rate of pay.	<ul style="list-style-type: none"> <li>Subject to work area not being unduly affected or inconvenienced.</li> <li>May be used:               <ul style="list-style-type: none"> <li>(a) by staff members who are members of the Union to attend union training;</li> <li>(b) by trade union delegates in nominated position(s) within their Union to attend conferences associated with their position.</li> </ul> </li> <li>2 weeks' notice prior to taking leave.</li> </ul>
<b>Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave</b>	Ongoing and fixed-term	5 days paid leave each 12 months.	<ul style="list-style-type: none"> <li>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 clause 30.1.</li> <li>In accordance with University policy. This policy is not to be amended without Consultation with staff members and the Unions.</li> <li>Non-cumulative.</li> <li>Alternate leave entitlements may also be used for this purpose when this entitlement is exhausted.</li> </ul>
	Sessional	No entitlement to paid Aboriginal	

Leave Type	Staff Category	Entitlement	Conditions
		and/or Torres Strait Islander Cultural and Ceremonial Leave.	

## 25.0 PURCHASED LEAVE SCHEME

- 25.1** All staff members (excluding sessional staff) are eligible to apply to their Head/Supervisor for agreement to purchase recreation leave.
- 25.2** Within a twelve (12) month period, a staff member is entitled to 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 25.0 will not attract leave loading. Any deduction made for purchased leave that is not utilised in the twelve (12) month period will be reimbursed.
- 25.3** Staff 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. Confirmation of appointment and all other performance decisions will be based on the proportion of work appropriate to the position.
- 25.4** In the case of academic staff, the teaching load undertaken across the year will be at the appropriate proportion of that of a person in an equivalent area who is working for the full fifty-two (52) weeks.
- 25.5** The entitlement will be applied in accordance with the Manual of Policies and Procedures. The University will consult with the Union prior to any proposed changes to this policy.

## 26.0 CATEGORIES OF APPOINTMENT

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

### 26.1 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.

### 26.2 Fixed-term appointment

- 26.2.1** 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 26.2.2. 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.

## 26.2.2 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, 6, 8, 9 and 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 or a Competitive Grant Researcher Arrangement.
4.	Replacement staff member	"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. 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.
5.	Recent Professional Practice Required	Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not normally exceeding two (2) years.
6.	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.
7.	Student	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 the work is generally related to a degree course that the student is undertaking and the

	Category	Description
		work would normally be performed within the student's academic unit. An offer of fixed-term employment: <ul style="list-style-type: none"> <li>(a) shall not be made on the condition that the person offered the employment enrol as a student;</li> <li>(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</li> <li>(c) shall not be used as a means of using fixed-term appointments to undertake work of an ongoing nature.</li> </ul>
8.	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 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.
9.	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 twelve (12) 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.
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.
11.	Indigenous Australian PhD/Professional Doctorate to Postdoctoral Fellowship (P2P) Program	A fixed term contract to facilitate increased Indigenous employment including participation in the P2P Program.

## 26.3 Sessional Appointment

**26.3.1** A sessional appointment is an appointment of a staff member by the hour. A staff member appointed on a sessional basis will be paid the applicable hourly rate that includes a 25% loading as contained in Schedule Two to compensate for Award and Agreement based benefits for which a sessional staff member is not eligible.

**26.3.2** Sessional academic staff will be paid for a minimum of two (2) hours work on each occasion they are required by the University to work, inclusive of any incorporated time for preparation or associated working time.

**26.3.3** The definitions for sessional academic staff position classifications are contained in Schedule Five.

- 26.3.4 The University is committed to the principle that sessional employment should be complementary to and not a substitute for the creation of ongoing and fixed-term positions. It is acknowledged however, the important role that sessional academics have in relation to the University's mission.
- 26.3.5 The University will use its best endeavours to not increase, during the life of this Agreement, the proportion of academic staff employed on a sessional basis.
- 26.3.6 The University shall provide all sessional academic staff with adequate and appropriate access to essential resources including, but not limited to, shared workstations with a telephone, computer and internet access, and reasonable access to facilities and storage space, to support the requirements of the position including student consultation.
- 26.3.7 Sessional academic staff will be provided with reasonable access to appropriate professional development opportunities as agreed by the Head of School/Discipline, and will be paid an appropriate rate for attendance at approved activities.
- 26.3.8 Sessional academic staff, or representatives, may be invited to attend relevant school/department meetings as required by the Head of School/Discipline, and will be paid an appropriate rate for attendance at approved meetings.
- 26.3.9 A sessional academic staff member's projected workload will be made clear to them before they are appointed and confirmed in writing normally prior to the commencement of teaching.
- 26.3.10 Payment for work performed by sessionals will be paid in the next available pay period, following a formal claim being submitted to the pay office.

## **26.4 Teaching Intensive Employment Arrangement**

- 26.4.1 The intent of this clause is to see a reduction in the overall use of casual employment and provide a meaningful pathway for sessional academics to ongoing academic employment including the opportunity to engage in all three (3) academic domains outlined in the Academic Career Framework (ACF), being:
  - (a) Learning and Teaching
  - (b) Research and Research Training
  - (c) Leadership and Engagement
- 26.4.2 On an annual basis, the University will table at the JCC for discussion the full-time equivalent number of sessional staff employed as a relative percentage of the total workforce.
- 26.4.3 A Teaching Intensive Employment Arrangement (TIEA) provides for the ongoing appointment of an existing academic staff member in accordance with the provisions below as an Associate Lecturer (Level A, Step 6) to undertake a teaching intensive workload.
- 26.4.4 A staff member engaged on a TIEA appointment:
  - (a) Will be appointed at the higher of a 0.5 full time equivalent (FTE) or the average FTE worked over the previous four (4) semesters. Any increase in fraction either temporarily or permanently is subject to approval by the Head of School and agreement with the staff member.
  - (b) Will be allocated work associated with learning and teaching, with 10% of the allocated hours to be reserved for work associated with leadership and engagement / training and development.
  - (c) Is eligible to apply for promotion. If the staff member is promoted to a Lecturer (Level B) or above they will continue to be employed on a TIEA in accordance with this clause

other than remuneration which will be in accordance with the provisions of this Agreement.

#### 26.4.5 Provisional Research Workload Allocation

If a TIEA staff member seeks a Research Workload Allocation within their approved fraction (FTE) the following will apply:

- (a) The staff member must submit a business case to the FASC outlining their intended research activity, research outputs, and associated research hours for a relevant period (normally 12-24 months).
- (b) The FASC, in consultation with the relevant Head of School, will consider the application to determine if the proposed actions, outputs and hours align to the relevant expectations in the ACF and make a recommendation to the Executive Dean.
- (c) The Executive Dean will consider the recommendation of the FASC and determine to either:
  - (i) Approve a Provisional Research Workload Allocation within the staff member's approved fraction; or
  - (ii) Not approve a Provisional Research Workload Allocation.
- (d) The Executive Dean will provide reasons for their decision and their decision is final.

#### 26.4.6 Research Workload Allocation (and ceasing a TIEA Arrangement)

A staff member who has been granted a Provisional Research Workload Allocation can, at any time during or at the end of that allocation, apply to the FASC to no longer be employed under the TIEA. If approved, the TIEA will cease and the provisions of this Agreement including those related to Workload Allocation will apply.

The FASC, in consultation with the relevant Head of School, will consider the application to determine if the outcomes achieved by the staff member during the Provisional Research Workload Allocation align to the relevant expectations in the University's ACF and make a recommendation to the Executive Dean.

The Executive Dean will consider the recommendation of the FASC and determine to either approve or not approve the ending of a TIEA. The Executive Dean will provide reasons for their decision and their decision is final.

#### 26.4.7 Ongoing Teaching Intensive Employment Arrangement Commitment

In 2023, 2024 and 2025 the University will advertise at least forty-four (44), forty-two (42) and thirty-two (32) TIEA appointments respectively in accordance with the following process:

- (a) Faculties will advertise these roles which will be open to any sessional staff member who has worked in the Faculty in at least three (3) semesters in the last four (4) years (**Eligible Applicants**); and
- (b) The selection process will be restricted to Eligible Applicants and the selection criteria will include '*Experienced teaching academics who hold a PhD (or equivalent) and can demonstrate positive student outcomes (including in large units).*'

The University will undertake a review of the TIEA 18-months after of the commencement of this Agreement. Following this review (which will include Consultation with the Union) the Vice-Chancellor and President will consider the success of the program and determine if additional TIEA roles will be advertised during the life of the Agreement.

## 26.5 Competitive Grant Researcher Arrangement

26.5.1 The intent of this clause is to provide a meaningful pathway for University fixed-term academics on either an Australian Research Council Discovery Early Career Researcher Award or National Health and Medical Research Council Emerging Leadership Level One Investigator Grant or other competitive grant determined by the University (**Competitive Grant**) to ongoing academic employment involving:

- (a) Learning and Teaching;
- (b) Research and Research Training; and
- (c) Leadership and Engagement.

26.5.2 A Competitive Grant Researcher Arrangement (CGRA) provides for the appointment of a fixed-term academic staff member at their University substantive classification level for a period of two (2) years at the end of their Competitive Grant. Appointment will be through a competitive process.

26.5.3 A staff member engaged in a CGRA appointment:

- (a) Will be appointed at a full time equivalent (FTE) unless a lesser FTE is agreed between the staff member and the University;
- (b) Will generally be allocated the following workload:
  - (i) Year 1 - 50% Research and Research Training  
30% Learning and Teaching  
20% Leadership and Engagement / Training and Development for Learning and Teaching
  - (ii) Year 2 - 40% Research and Research Training  
40% Learning and Teaching  
20% Leadership and Engagement / Training and Development for Learning and Teaching

Following Consultation with the staff member and discussion with the Executive Dean, the Head of School (or nominee) may determine an alternate workload allocation from that identified above.

- (c) Will be eligible to apply for promotion. If the staff member is promoted, they will continue to be employed as a CGRA in accordance with this clause other than remuneration which will be in accordance with this Agreement.

### 26.5.4 Ongoing Appointment

Within six (6) months prior to the end of the CGRA, the staff member may submit a business case to the FASC demonstrating (**Ongoing Appointment Criteria**):

- (a) That they meet the relevant expectations and outputs outlined in the University's Academic Career Framework (ACF) for an academic of their classification for both Research and Research Training and Learning and Teaching; and
- (b) Their expertise aligns with current and future Teaching and Research needs of the University.

The FASC, in consultation with the relevant Head of School, will consider the application to determine if the staff member has met the Ongoing Appointment Criteria and make a recommendation to the Executive Dean.

The Executive Dean will consider the recommendation of the FASC and:

- (a) If they are satisfied the staff member has met the Ongoing Appointment Criteria, the staff member will be offered an ongoing appointment. Should the staff member accept the appointment they will no longer be employed as a CGRA and the other provisions in the Agreement will apply; or
- (b) If they are not satisfied the staff member has met the Ongoing Appointment Criteria the staff member's employment will end at the conclusion of the CGRA.

The Executive Dean will provide reasons for their decision and their decision is final.

#### 26.5.5 Competitive Grant Researcher Arrangement Commitment

In 2023, 2024 and 2025, the University will advertise at least seven (7), seven (7) and seven (7), CGRA appointments respectively in accordance with the following process:

- (a) Faculties will advertise these roles and they will be open to any University staff member in the last year of a Competitive Grant or where their Competitive Grant ended within six (6) months of the commencement of this Agreement (**Eligible Applicants**);
- (b) The selection process will be restricted to Eligible Applicants and the selection criteria will include *'Experienced academics who hold a PhD (or equivalent) who can demonstrate a capacity to undertake high quality learning and teaching and a commitment to students'* relevant to the role; and
- (c) An Eligible Applicant who is appointed as a CGRA will commence in the role when their Competitive Grant appointment ends.

### 26.6 Continuing (Contingent Research Funded) Appointment

26.6.1 A fixed-term staff member appointed to a position(s) engaged in 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.

26.6.2 "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.

26.6.3 Such staff members may apply for ongoing employment on the basis of a Continuing (Contingent Research Funded) Contract in accordance with Schedule Seven and no further probation shall apply.

### 26.7 Additional Appointments

26.7.1 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.

26.7.2 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);
- (f) an agreement for staff 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 for that appointment is performed.

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

## **27.0 CONVERSION FROM FIXED-TERM APPOINTMENT TO AN ONGOING APPOINTMENT**

**27.1** A staff member who meets the requirements below in this subclause 27.1 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, 6, 7, 8, 9, 10 or 11 as defined in subclause 26.2.2, 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 three (3) 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 41.0).

**27.2** Notwithstanding clause 27.1, 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.

**27.3** 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.

## **28.0 MODES OF EMPLOYMENT**

### **28.1 Full-Time Employment**

Full-time employment is employment other than part-time or sessional. A staff member may be employed full-time on either an ongoing or fixed-term basis.



## **28.2 Part-Time Employment**

Part-time employment is employment for a proportion of full-time employment. A staff member may be employed part-time on either an ongoing or fixed-term basis. Staff members employed on a part-time basis will receive the salary and non-salary conditions of a full-time appointment calculated on a proportional basis.

## **29.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

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

**29.2** 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 clause 28.0 of this Agreement so that a staff member's mode of employment 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 from parental leave);
- (b) the arrangement meets the genuine needs of the University and the staff member in relation to the matter mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the University and the staff member.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (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.

**29.4** 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; and
- (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.



- 29.5** The University must give the staff member a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.
- 29.6** The University or the staff member may terminate the Individual Flexibility Arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the University and the staff member agree in writing – at any time.
- 29.7** 29.8 A staff member may be represented by the Union or other Representative of their choosing 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 who have requested representation in relation to the negotiation of an individual flexibility arrangement. Such access shall include time to confer with the staff member(s), where necessary, to ensure the efficient negotiation of the arrangement.

## **30.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

### **30.1 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.

### **30.2 Employment Strategy**

#### **30.2.1 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 members (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.

### 30.2.2 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 facilitating and developing 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.
- (e) Facilitating and encouraging the direct involvement of Indigenous Australian staff in determining their own career strategies, goals and objectives.
- (f) Maximising career development for current and new Indigenous Australian staff in order to enhance the experience of University operations.
- (g) Ensuring that management and staff are provided with opportunities to receive appropriate training and exposure to Indigenous knowledge and cultures.
- (h) Progress towards the target for Indigenous Australian employment can be raised through the JCC.

### 30.2.3 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, the Union 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, as required, to that Committee.

### 30.2.4 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 already employed in the above areas at the date of this Agreement.

### 30.2.5 Employment of 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.

### **30.3 Language Allowance**

The Authorising Officer will approve the payment of a language allowance to eligible Indigenous Australian staff. 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 One (full allowance will be paid regardless of mode of employment).

### **30.4 Cultural and Ceremonial Leave**

An Indigenous Australian staff member (excluding sessional staff) 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 24.0 of this Agreement. Part-time staff 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 24.0).

## **31.0 CODE OF CONDUCT**

In the event that any staff member believes that another staff member (including a Supervisor) is in breach of the University's Code of Conduct, the staff member may refer their concerns to the relevant officer for handling that type of issue or may refer the matter to the University Registrar.

## **32.0 INTELLECTUAL AND ACADEMIC FREEDOM**

**32.1** Guarantees of intellectual and academic freedom are integral and essential values of a thriving University culture. Intellectual and academic freedom will be recognised and transparently supported by the University, as outlined in the QUT Staff Code of Conduct. Academic freedom entails academic staff having the opportunity to develop expertise and explore ideas within their areas of expertise, including the academic judgement and scrutiny of their peers. The rights of academic freedom that will be recognised and protected, include the rights to:

- (a) engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;
- (b) teach, discuss, and research and to disseminate and publish the results of their research related to their field of expertise;
- (c) express their opinions in relation to QUT; and
- (d) participate in professional and representative bodies.

**32.2** In the first instance any alleged limitation of these rights will be dealt with under the relevant University policy in the Manual of Policies and Procedures.

**32.3** In exercising intellectual and academic freedom in accordance with 32.1, Academic staff members have the right to express unpopular or controversial views. In exercising their rights to intellectual and academic freedom, staff are bound by the general principles of intellectual rigour, scientific enquiry, and ethical/professional behaviour. 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 and academic freedom.

### **33.0 ANTI-BULLYING, HARASSMENT AND COMPLAINT HANDLING FRAMEWORK**

- 33.1** QUT 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 avoid behaviour that undermines the achievement of a safe and healthy working environment.
- 33.2** Staff have access to a complaint handling framework as outlined in the relevant University policy. The University is committed to ensuring this policy is implemented.
- 33.3** Of fundamental importance to QUT 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 31.0 or 33.2 or lodge an incident with the Health, Safety and Environment reporting system.

### **34.0 STANDARDS OF PERFORMANCE**

All determinations about appointment, probation and promotion will require demonstrated evidence of the relevant standard of performance currently in place at QUT at the date of this Agreement in respect of each of the areas of academic activity.

### **35.0 CAREER PLANNING, DEVELOPMENT AND PERFORMANCE EXPECTATIONS**

- 35.1** 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.
- 35.2** 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 5.13.

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.

**35.3** A request for feedback or performance planning can be initiated by either the staff member or their Supervisor.

**35.4** Feedback should be focused both on opportunities for future capability and development and reflection of past success and learnings.

## **36.0 PROBATION**

### **36.1 Ongoing Appointments**

A period of probation will apply to all staff members (Levels A to E) appointed to an ongoing position.

#### **36.1.1 Confirmation of Appointment**

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 relevant milestones during the probation period.

#### **36.1.2 Period of Probation**

The period of probation shall be up to three (3) years. At the time of making an appointment, the Authorising Officer may waive or fix a shorter period of probation, having regard to prior service, qualifications and experience of the appointee. The period of probation will be suspended for the period of any extended leave.

The Supervisor may recommend termination or confirmation of appointment before the end of the probation period and the staff member may apply for confirmation before the end of the probation period. Confirmation before the end of the probation period would be approved only in exceptional circumstances. In the case of either termination or confirmation of appointment before the end of the probation period, the procedures relating to the final review process under subclause 36.1.3 will apply.

#### **36.1.3 Probation Reviews**

The staff member and the Supervisor will carry out joint probation reviews. A final review will be conducted by the Supervisor before the conclusion of the probationary period. The final review may be conducted at any time during the period of probation for the purposes of early confirmation or termination of appointment.

The probation process is confidential and should only be disclosed on a need to know basis, including as outlined below.

The outcomes of reviews will be documented. Either party may append comments additional to those contained in the probation plan. As part of the final review, the Supervisor will consult with the staff member's colleagues in relation to performance during the probation period and where confirmation is recommended, a summary will be relevantly provided to the Faculty Academic Staff Committee (FASC)/University Academic Staff Committee (UASC).

At the time of the final review, where confirmation is recommended or for the purposes of early confirmation, the Supervisor will recommend, where applicable:

- (a) For Levels A to C, through the FASC/UASC to the Authorising Officer, that the appointment be confirmed and the appointee offered ongoing employment; or
- (b) For Levels D to E, through the FASC/UASC and the Executive Dean to the Authorising Officer, that the appointment be confirmed and the appointee offered ongoing employment.

At the time of the final review where termination is recommended or for the purposes of early termination, the Supervisor will recommend, where applicable:

- (a) For Levels A to C, through the Head (where the Head is not the Supervisor) to the Authorising Officer, that the appointment be terminated; or
- (b) For Levels D to E, through the Head (where the Head is not the Supervisor) and the Executive Dean to the Authorising Officer, that the appointment be terminated.

Where the Supervisor's recommendation is to terminate the appointment, the staff member will be advised and can make a submission to the Provost (for Levels A to C) or Vice-Chancellor and President (for Levels D to E), regarding the recommendation, for consideration prior to any decision being made.

If the recommendation is to confirm the appointment and the Authorising Officer approves the recommendation, then the staff member will be offered an ongoing appointment.

If the recommendation is to terminate the appointment and the Provost (for Levels A to C), or the Vice-Chancellor and President (for Levels D to E), approves the recommendation, then the staff member will be terminated.

Where employment is to be terminated, the University will provide four (4) months' notice or, at its discretion, payment in lieu thereof to the staff member.

#### 36.1.4 Review – Termination

A probationary staff member who has been served with a notice of termination from employment may seek a review of the decision. An application for review must be lodged with the Vice-Chancellor and President within ten (10) days of the service of notice.

The Vice-Chancellor and President will establish a Probation Review Committee in accordance with clause 43.0 which will conduct the review as expeditiously as possible.

The Committee shall have access to all relevant information, records and persons. After considering all such material, the Committee will recommend to the Provost (for Levels A to C) or to the Vice-Chancellor and President (for Levels D to E):

- (a) that the appointment be terminated; or
- (b) confirmation and that the appointee be offered ongoing employment.

In the case of consideration of early termination of appointment, the Probation Review Committee may recommend to the Provost (for Levels A to C) or to the Vice-Chancellor and President (for Levels D to E), that the staff member's appointment continue on a probationary basis for the remainder of the term of the probation period. In such cases, the staff member would be counselled and probation reviews would be conducted in accordance with this clause.

The staff member shall be advised in writing of the Committee's decision. The final decision on probation review will be made by the Provost (for Levels A to C) and by the Vice-Chancellor and President (for Levels D to E).

## 36.2 Fixed-term appointments

- 36.2.1 A period of probation will apply to staff employed on their first fixed-term appointment having regard to the period of fixed-term employment and the nature of the work.

Period of Fixed-Term Appointment	Period of Probation
Up to 1 year	1 – 3 months
More than 1 year and up to 3 years	6 – 9 months
More than 3 years	12 months

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.

Any 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 months between appointments.

### 36.2.2 Probation Reviews

The staff member and Supervisor will conduct discussions at intervals during the period of probation. These discussions will inform the probationary review which will be conducted before the conclusion of the probationary period.

The outcomes of reviews will be documented. Either party may append comments additional to those contained in the probation plan.

At the time of the probation review where the recommendation is to confirm, the Supervisor will recommend to the Authorising Officer (and where the appointment is for more than five years through the FASC/UASC) that the appointment be confirmed and the appointee will continue in their fixed-term employment.

At the time of the probation review where termination is recommended, the Supervisor will recommend, through the Head (where the Head is not the Supervisor) to the Authorising Officer that the appointment be terminated.

The final decision on probation will be made by the Authorising Officer.

Where employment is to be terminated, the University will provide three (3) weeks' notice or, at its discretion, payment in lieu thereof to the staff member.

The staff member will be provided with a copy of the recommendation from the final probation review with the written notification of the outcome of the probation review.

- 36.2.3 Despite any other provision of this subclause 36.2, the University may at any time during the probation period confirm or terminate the employment of a probationary staff member.

## 37.0 AVAILABILITY

In ensuring that the needs of the University and of students are effectively met, staff will spend most of their working time at the University. Heads can expect staff to be available during the University's normal operating hours for consultation and meetings concerning teaching, research, service and the organisation.

Whilst travel and off-campus work are normal for many academic staff the University and its campuses will remain the focal point of each staff member's professional life. Staff will regularly advise their Head of their general activities and be contactable during these times.



## 38.0 WORKLOADS AND ALLOCATION OF WORK

### 38.1 Academic Work

- 38.1.1 Academic work comprises academic leadership, teaching performance and leadership, research, scholarship, creative activity, professional practice, commercialisation activity, leadership and engagement, administration, and professional leadership. Academic staff (except sessionals) will be provided with adequate and reasonable opportunities to perform in their role.
- 38.1.2 The objective of this clause is to ensure that the workloads of all academic staff are fair, reasonable, distributed equitably, and take adequate account of a realistic amount of time required to perform work and the changing circumstances in which they work. The University does not encourage or condone a workplace culture that requires employees to work excessive hours.
- 38.1.3 Whilst hours of work for academic staff are not prescribed, there are limits set out in this clause on the amount of work that academic staff can be required to undertake or be allocated.
- 38.1.4 QUT undertakes to apply clause 38.0 in a manner consistent with that required by section 205 (1A) of the *Fair Work Act 2009* (Cth).

### 38.2 Allocation of Work

- 38.2.1 Work will be allocated according to this clause and a University-wide Framework for Academic Workload.
- 38.2.2 Each school or faculty will have School/Faculty Workload Guidelines which will be consistent with the principles in this clause and the requirements set out in the University-wide Framework for Academic Workload.

Within six (6) months of this Agreement being approved the University will consult with staff and the Union on a University-wide learning and teaching workload allocation model (**Learning and Teaching Workload Model**).

This Learning and Teaching Workload Model will:

- (a) Outline a formula to quantify the hours required to deliver each unit (including complexity and scale); and
- (b) Require each School to transparently publish the calculated hours per unit annually and how those hours will be allocated to each academic.

The Learning and Teaching Workload Model will be implemented for Semester 1, 2024 with pilots to be conducted before then if possible following Consultation. The Learning and Teaching Workload Model will be reviewed commencing Semester 1, 2025. The review will include Consultation with staff and the Union.

If a staff member has a concern that the application of the Learning and Teaching Workload Model may not be accurate for a particular unit, they should in the first instance raise these concerns with their Supervisor. Where this does not resolve their concerns, they may raise the matter with the Provost who will appoint a suitable person(s) to consider the matter and provide a final determination. The appointed suitable person(s) will be a Professor, Associate Dean (Learning and Teaching), Executive Dean or Deputy Vice-Chancellor and will be appointed following Consultation with the staff member and the Union (if the staff member is a Union member).

- 38.2.3 School/Faculty Workload Guidelines will be developed and reviewed as appropriate through Consultation between the Executive Dean/Head of School/Discipline or equivalent and staff.



The Consultation will include but not be confined to a meeting to which all academic staff of the school/faculty are invited. The Executive Dean, in consultation with the Chief People Officer, will consider the Guideline's compliance with this clause and the Framework, before any Guideline is implemented. The Chief People Officer will consult with the Union on draft Workload Guidelines where there are significant changes proposed.

- 38.2.4 School/Faculty Workload Guidelines shall indicate the comparative contribution of each of the major activities to meeting the school/faculty requirements across the year and should be applied consistently over time unless there are reasonable grounds for review such as major curricula changes or the development of a new research centre.
- 38.2.5 Factors to be included, as relevant, in the School/Faculty Workload Guidelines are contained in the University-wide Framework for Academic Workload.
- 38.2.6 The University will continue its current review of all Faculty Workload Guidelines in accordance with this clause. Any proposed changes to the University-wide Framework and/or Faculty Workload Guidelines will include Consultation with staff and the Union.

### **38.3 Workloads of Individual Staff**

- 38.3.1 The duties (including all relevant areas of academic work) of each academic staff member over a relevant period (usually a year) will be determined by the Head following adequate and proper Consultation with that staff member.
- 38.3.2 Discussion on career development and workload will be documented.
- 38.3.3 A staff member may discuss and request variations to their workload allocation prior to the workload allocation of the school being finalised.
- 38.3.4 In allocating workload the Head will make reasonable efforts to ensure that:
  - (a) allocations reflect a realistic amount of time to perform work at the relevant standard;
  - (b) staff members do not have an unreasonable workload taking account of the total quantum of workload for each individual over the year and the definition of reasonable workload in accordance with clause 38.4;
  - (c) workloads and timetabling of teaching, including evening and weekend work, are distributed equitably amongst staff;
  - (d) staff members have the opportunity to engage in professional development and training;
  - (e) staff members have the opportunity to demonstrate performance which may lead to promotion;
  - (f) staff members can participate in, develop and balance their expertise in all the relevant academic areas but need not undertake duties in all of these areas in any one year;
  - (g) appropriate recognition is given to all expected activities, some of which may not easily be measurable or quantifiable;
  - (h) the importance of a work and life balance, and leave planning is recognised;
  - (i) the average allocated workload of a school does not increase from year to year taking account of the staffing levels and work practices of the school;
  - (j) professorial staff maintain direct teaching contact, particularly with undergraduate and/or postgraduate students; and
  - (k) workloads of staff who have recognised and required cultural and ceremonial commitments with the University's strategic objective are taken into account in the relevant workload allocation.

### **38.4 Reasonable Workload**

The School/Faculty Workload Guidelines must provide that each staff member can complete their allocated workload working within an indicative average of five (5) days per week across forty-six (46) working weeks (fifty-two (52) weeks less four (4) weeks recreation leave and ten (10) days of public holidays).

For a full-time staff member, this provides a maximum of 1725 hours available for the allocation of workload divided across the three (3) academic domains outlined in the Academic Career Framework, being:

- (a) Learning and Teaching
- (b) Research and Research Training
- (c) Leadership and Engagement

The Head will outline to each staff member the allocation of hours across the three (3) academic domains and publish the allocation to colleagues within the School. The allocation will comprise of least 37.5 hours for a full-time staff member (and pro rata for a part-time staff member) for professional development and training being available outside the teaching period. This professional development and training may include but is not limited to conference attendance, formal training, mentoring and further accreditation.

The University acknowledges that the expectation of performance and outcomes across academic domains will be relative to the workload allocated for those areas.

It is acknowledged that any period of significant unplanned leave may impact on the workload of that staff member or their colleagues. In such cases, the Head will consult with that staff member and other academics (as soon as possible) regarding any proposed variations to existing workloads to ensure that each staff member has a reasonable workload.

### **38.5 Unreasonable Workload**

An unreasonable workload would be where a staff member is not able to complete their allocated work within an average of five (5) days per week across forty-six (46) working weeks in a year (that is a total of 1725 hours per year for a full-time staff member and pro-rata for a part-time staff member).

### **38.6 Workload Review**

- 38.6.1 In the first instance, staff should raise any concerns regarding workload or their proposed work allocation with their Supervisor. Options and strategies to vary workload should be discussed and where agreed implemented and monitored.
- 38.6.2 Where discussions with the Supervisor fail to resolve unreasonable workload concerns within the meaning of clause 38.5, the staff member(s) or the Union may raise the matter with the Executive Dean or Deputy Vice-Chancellor seeking a workload review. The Executive Dean or Deputy Vice-Chancellor will establish a workload review where there are reasonable grounds for doing so.
- 38.6.3 The review will be conducted by a nominee of the Provost and a nominee of the Union.
- 38.6.4 The reviewers will provide a report containing findings and recommendations to resolve workload concerns to the relevant Executive Dean or Deputy Vice-Chancellor. A copy of the report will be provided to the relevant parties to the review. The Executive Dean or Deputy Vice-Chancellor will provide advice to the Provost who will then forward their written decision to all relevant parties.

- 38.6.5** A dispute about issues in this clause, other than one relating to implementation, cannot be referred to the Fair Work Commission.

## **39.0 SUMMER PROGRAM**

Where the University conducts summer programs for accredited courses the following apply:

- (a) Participation of academic staff in summer program teaching will be by mutual agreement between the staff member and the Head;
- (b) Where the staff member has agreed to undertake summer program teaching, their teaching workload for the year or such other period as may be agreed (which would normally be not longer than eighteen (18) months), will be no greater than a teaching workload undertaken over the same period without any summer program teaching. This will be achieved in one of the following ways:
  - (i) the staff member and the Head will agree that the staff member has no teaching duties in the semester either preceding or following the summer semester; or
  - (ii) the staff member and the Head will agree that the staff member will work in three (3) semesters in the calendar year and agree to the allocation and distribution of their teaching workload to ensure it is no greater than if they taught in two (2) semesters only; or
  - (iii) as otherwise agreed.
- (c) in reaching agreement under subclauses 39.0(b)(i) and (ii) above, the Head will ensure that:
  - (i) staff who teach in the summer program will normally have at least one (1) week free of teaching and marking between the previous or following semester and the summer program; and
  - (ii) staff teaching in a summer program will be able to take at least twenty (20) consecutive days as recreation leave during a preceding or following semester.

## **40.0 WORKING OVERSEAS**

Working overseas will be voluntary unless it is part of the duties of the position for which the staff member applied or there are exceptional circumstances. Overseas work is considered as part of a staff member's normal workload and is considered when determining a staff member's workload allocation.

Where, for personal circumstances, it is difficult for a staff member to work overseas, the staff member will discuss such difficulties with their Supervisor. The Supervisor will not require the staff member to work overseas where it would be unreasonable given the staff member's circumstances. A staff member may decline travel to areas they feel may be unsafe without disadvantage. While working overseas a staff member's conditions of work will be reasonable and comparable to their usual employment arrangements in Australia.

## **41.0 MANAGING UNSATISFACTORY PERFORMANCE**

### **41.1 Application**

- 41.1.1** This clause applies to all ongoing and fixed-term staff members engaged for six (6) months or more except those employed on a probationary basis.

- 41.1.2 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.
- 41.1.3 Prior to commencing the process in clause 41.2, the Supervisor will establish work allocation is reasonable in accordance with clause 38.4.

## **41.2 Process**

41.2.1 A Supervisor will not commence the below process unless performance expectations have been communicated to the staff member in writing and they have been given reasonable time to demonstrate the required performance.

41.2.2 A staff member is entitled to be represented throughout this process by a Representative as defined in subclause 5.13.

### **41.2.3 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 academic 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 17.3 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.
- (c) If any student evaluation of teaching survey undertaken by the University identifies a potential concern with performance, the Supervisor will first discuss the matter with the staff member for context, response and where relevant, seek additional information and/or evidence, prior to taking any action (if any).

### **41.2.4 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.

### **41.2.5 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 41.2.3 have been undertaken), the Supervisor will make a formal report to the Provost, through the Executive Dean and the Chief People 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 Provost.
- (c) Upon receipt of the Supervisor's report and any written response from the staff member, the Provost 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 Provost will then decide to:
  - (i) take no further action; or
  - (ii) refer the matter back to the Supervisor to ensure the matters in subclause 41.2.5(c) have been complied with; or
  - (iii) recommend to the Vice-Chancellor that Disciplinary Action be taken in accordance with subclause 5.5.
- (e) The Provost will advise the staff member in writing of any decision made in accordance with subclause 41.2.5(d).

#### 41.2.6 Disciplinary Action recommended

- (a) Where Disciplinary Action has been recommended, the staff member may advise the Provost 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 43.0.
- (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 Provost 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 43.0 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 subclause 5.13.

- (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 41.2.3(a) to 41.2.5(d) have been followed; and/or
  - (ii) the appropriateness of the Disciplinary Action recommended by the Provost.

#### **41.2.7 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 the procedures for the denial of an increment as referred to in clause 17.0.
- (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.

## **42.0 DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT**

### **42.1 Application**

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

### **42.2 Procedures**

**42.2.1** 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 41.0 the procedures in this clause are not required.

**42.2.2** 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;
- (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.

**42.2.3** 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 42.2.2.

### **42.3 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.

### **42.4 Suspension**

**42.4.1** 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.

**42.4.2** 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.

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

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

**42.4.5** 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.

**42.4.6** 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.



## **42.5 Response**

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;
- (b) counsel or censure the staff member in relation to the Misconduct or Serious Misconduct;
- (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.

## **42.6 Misconduct Investigation Committee (MIC)**

### **42.6.1 How an MIC is constituted**

The Vice-Chancellor and President must convene an MIC in accordance with clause 43.0 of this Agreement.

### **42.6.2 Role of MIC**

The MIC's role is to:

- (a) determine the facts relating to the alleged Misconduct/Serious Misconduct including any mitigating circumstances; and
- (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.

### **42.6.3 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 42.3.
- (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 43.0 of this Agreement however in determining its procedures pursuant to subclause 43.4:



- (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 nature of the allegations, the identity and relative status of the complainant or other witness and the staff member and any other relevant consideration; and
  - (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 42.6.3(a).

#### **42.6.4 Representation**

The staff member and the University are entitled to be represented in proceedings before the MIC by a Representative as defined in subclause 5.13 of this Agreement.

#### **42.6.5 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; or
- (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.

### **42.7 Vice-Chancellor and President's Decision**

#### **42.7.1 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.

#### **42.7.2 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.**

#### **42.7.3 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.**

### **42.8 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.

## **43.0 COMMITTEES**

### **43.1 Application**

This section applies to the appointment of committees under clause 36.0 (Probation Review Committee), clause 41.0 (Unsatisfactory Performance Review Committee), clause 42.0 (Misconduct Investigation Committee) and clause 46.0 (Redundancy Review Committee).

### **43.2 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 Union.

### **43.3 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.

### **43.4 Committee Procedures**

- 43.4.1 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.
- 43.4.2 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.

### **43.5 Natural Justice**

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.

#### **43.6 Record keeping**

- 43.6.1 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.
- 43.6.2 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.

#### **43.7 How decisions are made and recorded**

- 43.7.1 A Committee must record its decision in writing, and give reasons for its conclusions.
- 43.7.2 A Committee will make its decision unanimously or by majority. A dissenting member of the Committee must record their dissenting decision with reasons.

#### **43.8 Material to be taken into account by the Committee**

- 43.8.1 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.
- 43.8.2 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.

#### **43.9 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.

### **44.0 MEDICAL CONDITIONS AFFECTING WORK**

- 44.1 The procedures outlined in this clause apply to all staff members other than sessional staff. 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.

#### **44.2 Medical examination**

- 44.2.1 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.

- 44.2.2 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 44.2.1 will lapse and no further action will, subject to subclause 44.2.3, be taken by the Vice-Chancellor and President under this clause.
- 44.2.3 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 44.2.2.
- 44.2.4 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.
- 44.2.5 A copy of the medical report made by the medical practitioner under subclause 44.2.1 will be made available to the Vice-Chancellor and President and to the staff member.

#### **44.3 Outcome of the medical examination**

- 44.3.1 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 44.2.5, the Vice-Chancellor and President may, subject to subclause 44.4.1, terminate the employment of the staff member in accordance with the relevant notice period outlined in subclause 44.3.3.
- 44.3.2 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.
- 44.3.3 For the purpose of subclause 44.3.1, the University will provide a period of notice of six (6) months. Payment in lieu of the notice prescribed above may be made by agreement between the staff member and the University.

#### **44.4 Seeking a further medical review**

- 44.4.1 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 44.2.5. 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.
- 44.4.2 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 44.2.5 are confirmed.
- 44.4.3 The independent specialist under this clause will be provided with any relevant material including the report under clause 44.2. The outcome of this review will be as per clause 44.3.

#### **44.5 Failure to attend an appointment in accordance with this clause**

- 44.5.1 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.

#### **44.6 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 44.2.1.

### **45.0 TERMINATION OF EMPLOYMENT**

#### **45.1 Circumstances of termination by the University**

- 45.1.1 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.

- 45.1.2 The University is required to provide sessional staff members with two (2) weeks' notice of termination of employment.

#### **45.2 Notice of termination by a staff member**

- 45.2.1 Staff members appointed to ongoing or fixed-term positions are required to give a minimum of four (4) months' notice of termination unless a staff member's contract of employment specifies a different period of notice. At its discretion, the University may accept a shorter period of notice.

At the discretion of the Authorising Officer, payment may be made in lieu of any or all of the required period of notice.

If a 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.

## 45.3 Expiration of a fixed-term appointment

### 45.3.1 Notice of renewal or non-renewal

- (a) A staff member appointed to a fixed-term appointment as described in category 1, 2, 3, 5 or 8 as defined in subclause 26.2.2 will be provided with the following written notice of the intention to renew or not renew the appointment.
- (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.

Period of Continuous Service in a fixed-term position	Period of Notice*
Less than 1 year	2 weeks
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years or over	4 weeks

\* In addition to the notice periods specified above, staff members over the age of 45 years at the time of the giving of notice and with not less than two (2) years' continuous service in a fixed-term position, will be entitled to an additional week's notice.

### 45.3.2 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 in category 1, 2, 3, 5, or 8 as defined in subclause 26.2.2, 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; or
  - (iii) a staff member on a Competitive Grant Research Arrangement who is not offered ongoing employment; and
- (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 the expiry 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 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 45.3.2 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.

## **45.4 Abandonment of employment**

- 45.4.1 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.
- 45.4.2 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.
- 45.4.3 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.
- 45.4.4 If the employee 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.

## **46.0 VOLUNTARY AND INVOLUNTARY REDUNDANCY**

### **46.1 Application**

- 46.1.1 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).



- 46.1.2** 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) a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
  - (b) a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
  - (c) financial exigency within an organisational unit or cost centre; or
  - (d) changes in technology or work methods.
- 46.1.3** Where positions are identified as surplus to requirements, the following will apply.

## **46.2 Voluntary redundancy**

- 46.2.1** Where the University identifies a need to achieve staff reductions, the Vice-Chancellor and President (or nominee) will call for applications from relevant staff members in the area identified in the implementation plan.
- 46.2.2** The call for applications for voluntary redundancy will be made in writing and will include the timelines relevant to the process for receipt, consideration and approval of applications, and final termination date for approved applicants (subject to subclause 46.2.2(d) below). For voluntary redundancy the process will take up to six (6) weeks to complete unless a lesser period is agreed and will involve the following:
- (a) a staff member may make an application for voluntary redundancy.
  - (b) the Vice-Chancellor and President has the discretion to accept or reject any staff member's application in accordance with the objective criteria in the implementation plan.
  - (c) the staff member will be informed that either the application is accepted or will be provided with reasons for not accepting an application.
  - (d) where an application is accepted by the Vice-Chancellor and President, Consultation will occur as soon as possible between the staff member and the Authorising Officer to determine a termination date.
- 46.2.3** Staff whose applications for voluntary redundancy are approved will receive the entitlements for voluntary redundancy as outlined in subclause 46.5.1 payable in the next available pay run following the date of termination of employment.

## **46.3 Involuntary redundancy**

- 46.3.1** 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.
- 46.3.2** 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 Union. 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 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.

**46.3.3** Staff who accept involuntary redundancy will receive the entitlements for involuntary redundancy as outlined in subclause 46.5.1 payable in the next available pay run following the date of termination of employment.

**46.3.4** 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 46.5.1 less the salary paid during the redeployment search period.

#### **46.4 Review of involuntary redundancy decision**

**46.4.1** 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 46.3;
- (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; and/or
- (d) the redundancy decision was not made on a fair and objective basis.

**46.4.2** 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 46.3.2(c)), the Vice-Chancellor and President will establish a Redundancy Review Committee in accordance with clause 43.0.

**46.4.3** The Committee must consider the application and make a recommendation within twenty (20) working days of the date of application for review.

**46.4.4** In its consideration of the staff member's application for review, the Committee will consider the grounds outlined in subclause 46.4.1.

**46.4.5** The staff member and the University may be assisted or represented before the Redundancy Review Committee by a Representative as defined in subclause 5.13. 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.

**46.4.6** 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.

- 46.4.7** 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 46.5.1 less the salary paid during the review period.

## **46.5 Entitlements for voluntary and involuntary redundancy**

- 46.5.1** Subject to subclause 46.5.2, 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 benefits:

<b>VOLUNTARY REDUNDANCY</b>	<b>INVOLUNTARY REDUNDANCY</b>
<b>Ongoing &amp; fixed-term staff members:</b>	<b>Ongoing and &amp; fixed-term staff members:</b>
A lump sum of 30 weeks' salary, plus two (2) weeks' salary for each completed year of continuous ongoing and fixed-term service up to five (5) years, plus three (3) weeks' salary for each completed year of continuous ongoing and fixed-term service from six (6) to fifteen (15) years, plus two (2) weeks' salary for each completed year of continuous ongoing and fixed-term service of sixteen (16) years or more, and an additional payment of eight (8) weeks' salary.	A lump sum of 30 weeks' salary, plus two (2) weeks' salary for each completed year of continuous ongoing and fixed-term service up to five (5) years, plus three (3) weeks' salary for each completed year of continuous ongoing and fixed-term service for six (6) to fifteen (15) years, plus two (2) weeks' salary for each completed year of continuous and fixed-term service of sixteen (16) years or more.
Ongoing and fixed-term staff members with eligible prior QUT sessional service (as per subclause 46.5.5(d)): An additional payment of one (1) weeks' salary.	Ongoing and fixed-term staff members with eligible prior QUT sessional service (as per subclause 46.5.5(d)): An additional payment of one (1) weeks' salary.
The total amount will be capped at 78 weeks.	The total amount will be capped at 78 weeks.

- 46.5.2** 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 46.5.1 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.

- 46.5.3** 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.

### **46.5.4 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.

### **46.5.5 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.

- (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 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 with prior QUT sessional service to be eligible to receive an additional payment of one (1) week's salary for the purpose of calculating a redundancy, the prior QUT sessional 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 sessional service which is unbroken (i.e. continuous) as defined in subclause 5.4.

## **47.0 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: SALARY SCALE – FULL TIME ACADEMIC STAFF

\* 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 19.1(a)(i)) payable from the first full paid period following successful ballot of this Agreement.

^ A PhD Holder or Unit Coordinator will be paid a minimum of Level A Step 6

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%
LEVEL A	01	\$74,291.58	\$77,114.71	\$79,813.90	\$81,410.31
	02	\$78,535.01	\$81,519.36	\$84,372.74	\$86,060.20
	03	\$82,774.25	\$85,919.84	\$88,927.15	\$90,705.92
	04	\$87,029.16	\$90,336.49	\$93,498.52	\$95,368.60
	05	\$90,467.98	\$93,905.77	\$97,192.50	\$99,136.41
	06 ^	\$93,921.68	\$97,490.96	\$100,903.18	\$102,921.44
	07	\$97,360.25	\$101,059.97	\$104,597.16	\$106,689.26
	08	\$100,806.91	\$104,637.60	\$108,300.01	\$110,466.20
LEVEL B	01	\$106,113.21	\$110,145.57	\$114,000.78	\$116,280.98
	02	\$110,105.65	\$114,289.85	\$118,290.12	\$120,656.16
	03	\$114,077.48	\$118,412.48	\$122,557.02	\$125,008.37
	04	\$118,066.27	\$122,552.85	\$126,842.45	\$129,379.37
	05	\$122,038.37	\$126,676.00	\$131,109.87	\$133,732.11
	06	\$126,022.72	\$130,811.67	\$135,390.08	\$138,097.89
LEVEL C	01	\$129,994.82	\$134,934.82	\$139,657.77	\$142,451.15
	02	\$133,982.57	\$139,074.15	\$143,941.89	\$146,820.84
	03	\$137,947.35	\$143,189.47	\$148,201.23	\$151,165.49
	04	\$141,935.36	\$147,329.06	\$152,485.61	\$155,535.45
	05	\$145,904.33	\$151,448.82	\$156,749.64	\$159,884.79
	06	\$149,910.86	\$155,607.71	\$161,054.11	\$164,275.36
LEVEL D	01	\$156,518.49	\$162,466.33	\$168,152.75	\$171,515.92

	02	\$161,825.05	\$167,974.56	\$173,853.78	\$177,330.96
	03	\$167,135.53	\$173,486.70	\$179,558.98	\$183,150.17
	04	\$172,446.78	\$178,999.89	\$185,264.97	\$188,970.43
LEVEL E	01	\$201,630.26	\$209,292.42	\$216,617.77	\$220,950.16

## 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	20.3	\$30.97	\$32.15	\$33.28	\$33.95
Indigenous Australian Language	30.3	\$4,401.24 p.a.	\$4,568.49 p.a.	\$4,728.39 p.a.	\$4,822.96 p.a.

## SCHEDULE TWO: SALARY RATES – SESSIONAL STAFF

\* 4.8% is paid as follows:

- a) 3% payable as an administrative increase from the first full paid period on or after 1 December 2022; and
- b) the remaining 1.8% (calculated on the rate prior to the increase at clause 19.1(a)(i)) payable from the first full paid period following successful ballot of this Agreement.

Note: The effective salary divisor has been incorporated into unit rates

Classification	Step	First full pay period following successful ballot of this Agreement (inclusive of 25% casual loading)	First full pay period on or after 1/12/2023 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2024 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2025 (inclusive of 25% casual loading)
		* 4.8%	3.8%	3.5%	2%
CAAAR - Casual Other Required Academic Activity Normal	01	\$50.29	\$52.20	\$54.03	\$55.11
CAAAS - Casual Other Required Academic Activity PhD/Coord	01	\$60.10	\$62.38	\$64.57	\$65.86
CACNK - Casual Clinic Health Educator - Normal Prep	01	\$100.67	\$104.50	\$108.15	\$110.32
CACNL - Casual Clinic Health Educator - Little Prep	01	\$75.49	\$78.36	\$81.10	\$82.72
CACNM - Casual Clinic Health Educator - Normal Prep - PhD/Coord	01	\$120.54	\$125.12	\$129.50	\$132.09
CACNN - Casual Clinic Health Educator -	01	\$90.25	\$93.68	\$96.96	\$98.90

Classification	Step	First full pay period following successful ballot of this Agreement (inclusive of 25% casual loading)	First full pay period on or after 1/12/2023 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2024 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2025 (inclusive of 25% casual loading)
		* 4.8%	3.8%	3.5%	2%
Little Prep - PhD/Coord					
CALRA - Casual Lecture - Basic	01	\$212.01	\$220.07	\$227.77	\$232.33
CALRB - Casual Lecture - Developed	01	\$283.07	\$293.82	\$304.11	\$310.19
CALRC - Casual Lecture - Specialised	01	\$354.03	\$367.49	\$380.35	\$387.95
CALRD - Casual Lecture - Repeat	01	\$141.20	\$146.57	\$151.70	\$154.73
CAMAI - Casual Musical Accompanying - Normal	01	\$100.68	\$104.51	\$108.17	\$110.33
CAMAJ - Casual Musical Accompanying - PhD/Coord	01	\$120.54	\$125.12	\$129.50	\$132.09
CAMGO - Casual Marking - Higher Level	01	\$70.50	\$73.18	\$75.74	\$77.26
CAMGP - Casual Marking - Standard	01	\$50.29	\$52.20	\$54.03	\$55.11
CAMGQ - Casual Marking - Standard, PhD/Coord	01	\$60.10	\$62.38	\$64.57	\$65.86

Classification	Step	First full pay period following successful ballot of this Agreement (inclusive of 25% casual loading)	First full pay period on or after 1/12/2023 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2024 (inclusive of 25% casual loading)	First full pay period on or after 1/12/2025 (inclusive of 25% casual loading)
		* 4.8%	3.8%	3.5%	2%
CATRE - Casual Tutoring - Normal	01	\$151.15	\$156.90	\$162.39	\$165.63
CATRF - Casual Tutoring - Repeat	01	\$100.67	\$104.50	\$108.15	\$110.32
CATRG - Casual Tutoring - Normal PhD/Coord	01	\$180.92	\$187.80	\$194.37	\$198.26
CATRH - Casual Tutoring - Repeat PhD/Coord	01	\$120.54	\$125.12	\$129.50	\$132.09



## SCHEDULE THREE: POSITION CLASSIFICATION STANDARDS

### INTRODUCTION

The Position Classification Standards for the classifications of academic staff employed at QUT are set out below. These standards are generic statements used to describe the broad categories of responsibilities attached to academic staff at different levels. The Position Classification Standards provide the basis to differentiate between the various levels of appointment and define the broad relationships between classifications. The Standards are not exhaustive of all tasks in academic employment.

The duties and responsibilities of academic staff will be consistent with the appropriate Position Classification Standard.

The Position Classification Standards have three parts:

#### a) **General Standard**

This contains a generic statement of the function and rationale of positions at a given level. These are stated with regard to the form and level of contribution which an occupant of a position can be expected to make to academic leadership, research and scholarship, teaching performance and leadership and professional leadership.

#### b) **Specific Duties**

Examples of specific duties are provided. The lists of duties are illustrative and not a set of mandatory requirements to be placed upon someone holding a position at a given level. There are a number of distinctive duties between the levels and these are especially pertinent in establishing where a position and its incumbent should be classified.

#### c) **Skill Base**

The skill base is a generic statement of the qualification and experience which can be expected of a person holding a position at a given level. The skill base is stated as a combination of formal qualifications and/or experience according to the relevant discipline area. Selection and other criteria need to be sensitive to the discipline area of candidate.

### ASSOCIATE LECTURER (LEVEL A)

#### **General Standard**

An associate lecturer is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop their scholarly research and/or professional expertise relevant to the profession or discipline.

The most complex levels of unit coordination should not be carried out by an associate lecturer.

An associate lecturer will not be required to teach primarily in units which are offered only at masters degree level or above.

An associate lecturer shall work with support and direction from academic staff classified at lecturer and above and with an increasing degree of autonomy as the academic gains in skill and experience.

#### **Specific Duties**

Specific duties required of an associate lecturer may include:

##### a) **Academic Leadership**

- (i) limited administrative functions primarily connected with units in which the academic teaches

- (ii) development of subject area material with appropriate guidance from the unit, subject area or course coordinator
- (iii) acting as unit coordinator provided that skills and experience demonstrate this capacity
- (iv) attendance at school and/or faculty meetings and/or membership of a limited number of Committees

**b) Research and Scholarship**

- (i) conduct of research

**c) Teaching Performance and Leadership**

- (i) conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions
- (ii) preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity
- (iii) consultation with students
- (iv) marking and assessment primarily connected with units in which the academic teaches
- (v) production of teaching materials for students for whom the academic has responsibility

**d) Professional Leadership**

- (i) limited involvement in professional activity

**Skill Base**

An associate lecturer will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree, extended professional degree or three (3) year degree with an associated postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

**LECTURER (LEVEL B)**

**General Standard**

A lecturer is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

**Specific Duties**

Specific duties required of a lecturer may include:

**(a) Academic Leadership**

- (i) initiation and development of unit material
- (ii) acting as unit or subject area coordinator
- (iii) development of course material with appropriate advice from and support of more senior academic staff
- (iv) a range of administrative functions, the majority of which are connected with the units or subject areas in which the academic teaches
- (v) attendance at school and/or faculty meetings and/or membership of a number of Committees

**(b) Research and Scholarship**

- (i) conduct of research

**(c) Teaching Performance and Leadership**

- (i) conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- (ii) preparation and delivery of lectures and seminars
- (iii) supervision of the program of study of honours students or of postgraduate students engaged in course work
- (iv) marking and assessment
- (v) consultation with students
- (vi) production of teaching materials for students for whom the academic has responsibility

**(d) Professional Leadership**

- (i) involvement in professional activity

**Skill Base**

A lecturer shall have qualifications and/or experience recognised by QUT as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

**SENIOR LECTURER (LEVEL C)**

**General Standard**

A senior lecturer is expected to make significant contributions to the teaching effort of a school/faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

**Specific Duties**

Specific duties required of a senior lecturer may include:

**(a) Academic Leadership**

- (i) initiation and development of course material
- (ii) course coordination
- (iii) broad administrative functions
- (iv) attendance at school and/or faculty meetings and a major role in planning or Committee work
- (v) providing advice and support to more junior academic staff

**(b) Research and Scholarship**

- (i) conduct of research

**(c) Teaching Performance and Leadership**

- (i) exercising a significant role in teaching and teaching development within the University
- (ii) conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- (iii) preparation and delivery of lectures and seminars

- (iv) supervision of the program of study of honours students and or postgraduate students engaged in course work
- (v) marking and assessment
- (vi) consultation with students
- (vii) development and promotion of innovative teaching methods
- (viii) production of teaching materials for students for whom the academic has responsibility

**(d) Professional Leadership**

- (i) substantial involvement in professional activity

**Skill Base**

A senior lecturer will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

**ASSOCIATE PROFESSOR (LEVEL D)**

**General Standard**

An associate professor is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

**Specific Duties**

Specific duties of an associate professor may include:

**(a) Academic Leadership**

- (i) development of and responsibility for curriculum/programs of study
- (ii) course coordination
- (iii) high level administrative functions
- (iv) attendance at school and faculty meetings and a major role in planning or Committee work
- (v) providing advice and support to more junior academic staff

**(b) Research and Scholarship**

- (i) conduct of research

**(c) Teaching Performance and Leadership**

- (i) conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- (ii) preparation and delivery of lectures and seminars
- (iii) supervision of the program of study of honours students and or postgraduate students engaged in course work
- (iv) marking and assessment
- (v) consultation with students

- (vi) development and promotion of innovative teaching methods
- (vii) production of teaching materials for students for whom the academic has responsibility

**(d) Professional Leadership**

- (i) significant contribution to the profession and/or discipline

**Skill Base**

An associate professor will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

**PROFESSOR (LEVEL E)**

**General Standard**

A professor is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the school or other comparable organisational unit, within the institution and within the community, both scholarly and general.

**Specific Duties**

Specific duties of a professor may include:

**(a) Academic Leadership**

- (i) development of research policy
- (ii) playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline
- (iii) developing and being involved in administrative matters within the school or other comparable organisational unit and within the institution
- (iv) providing advice and support to more junior academic staff

**(b) Research and Scholarship**

- (i) conduct of research

**(c) Teaching Performance and Leadership**

- (i) fostering excellence in teaching within the University and University system
- (ii) conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- (iii) preparation and delivery of lectures and seminars
- (iv) supervision of the program of study of honours students and of postgraduate students engaged in course work
- (v) making a distinguished personal contribution to teaching at all levels
- (vi) marking and assessment
- (vii) consultation with students

- (viii) development and promotion of innovative teaching methods
- (ix) production of teaching materials for students for whom the academic has responsibility

**(d) Professional Leadership**

- (i) participating in and providing leadership in community affairs, particularly those related to the discipline, and in professional, commercial and industrial sectors where appropriate

**Skill Base**

A professor will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributors and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession, and that a professor will be a leading authority in the relevant discipline area.

## SCHEDULE FOUR: RESEARCH ONLY ACADEMIC POSITIONS

**Research only academic staff positions are defined by the following titles:**

- (a) Principal Research Fellow
- (b) Senior Research Fellow
- (c) Research Fellow
- (d) Research Officer
- (e) Senior Research Officer
- (f) Post-Doctorate Fellow
- (g) Senior Research Associate
- (h) Research Associate

The Position Classification Standards for the classification of research only academic staff positions are set out below.

Position Classification Standards for research-only academic positions (Levels A to E) are generic statements used to describe the broad categories of responsibilities which may be required of staff at each level. The research-only Position Classification Standards provide the basis to differentiate between the various classifications and define the broad relationships between classifications.

The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the research academic. The responsibilities of research-only staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

A research academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, a research academic may choose to undertake elements of the work of a higher level without receiving additional remuneration in order to gain experience and expertise consistent with the requirements of an institution's promotion processes. If a research academic chooses to undertake such work it shall be by prior agreement between the staff member and their Supervisor.

The skill base outlined for each level is a generic statement of the qualification and experience which can be expected of a person holding a position at a given level. The skill base is stated as a combination of formal qualifications and/or experience according to the relevant discipline area.

Examples of the specific duties are provided. The lists of duties are illustrative and not a set of mandatory requirements to be placed upon someone holding a position at a given level. There are a number of distinctive duties between the levels and these are especially pertinent in establishing where a position and its incumbent should be classified. The duties and responsibilities of research only academic staff will be consistent with the appropriate research Position Classification Standard.

### **LEVEL A (Research Fellow, Postdoctoral Fellow, Research Associate)**

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

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, will normally supervise

student research projects, normally seek external research grant funding and may publish results of the research conducted as sole author or in collaboration or otherwise engage in knowledge transfer activities appropriate to the relevant discipline. A Level A research academic will undertake administration primarily relating to their activities at the institution.

### **Skill Base**

A Level A research academic will normally hold a relevant higher degree in the relevant discipline and/or have equivalent qualifications and/or professional experience. In determining experience relative to qualifications, regard is had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

### **Specific Duties**

In addition to the above, specific duties required of a Level A research academic may include:

- (a) involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- (b) development of a limited amount of research related material for teaching purposes
- (c) experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures
- (d) advice within the field to postgraduate students
- (e) attendance at meetings and membership of relevant committees

## **LEVEL B (Research Fellow, Postdoctoral Fellow, Senior Research Associate, Research Associate)**

A Level B research academic will normally have experience in externally funded research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities, including knowledge transfer activities appropriate to the relevant discipline.

A Level B research academic will carry out independent and/or team research. A Level B academic may supervise Honours and postgraduate research students or projects and be involved in research training.

### **Skill Base**

A Level B research academic shall have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area. In most cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

### **Specific Duties**

In addition to the above, specific duties required of a Level B research academic may include:

- (a) supervision of support research staff
- (b) contribution to the preparation or individual preparation of research proposal submissions to external funding bodies
- (c) involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- (d) administrative functions connected with the research



- (e) occasional contributions to the teaching program within the field of the staff member's research
- (f) attendance at meetings and membership of relevant committees

### **LEVEL C (Senior Research Fellow, Senior Research Associate)**

A Level C research academic will make independent and original contributions to research which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline or relevant professional field. This standing will normally be demonstrated by a strong record of funded research, published work or other demonstrated scholarly activities which may include knowledge transfer activities appropriate to the relevant discipline.

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

#### **Skill Base**

A Level C research academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation or standing. In determining experience relative to qualifications regard shall be had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

#### **Specific Duties**

In addition to the above, specific duties required of a Level C research academic may include:

- (a) involvement in the promotion of research links with outside bodies
- (b) responsibility for the oversight of financial management of grants
- (c) supervision of major honours or postgraduate research projects
- (d) preparation of research proposal submissions to external funding bodies
- (e) involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- (f) administrative functions connected with the research
- (g) occasional contributions to the teaching program within the field of the staff member's research
- (h) attendance at meetings and a major role in planning and committee work

### **LEVEL D (Principal Research Fellow)**

A Level D research academic will make major original and innovative contributions to their field of study, research or professional practice which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

## **Skill Base**

A Level D research academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation or standing. In determining experience relative to qualifications regard shall be had to experience and success in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area, including significant external funding.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to research and/or the profession and which may include knowledge transfer activities appropriate to the relevant discipline.

## **Specific Duties**

In addition to the above, specific duties required of a Level D research academic may include:

- (a) a major role in all aspects of research including project leadership and management
- (b) responsibility for the oversight of financial management of grants
- (c) supervision of major honours or postgraduate research projects
- (d) promotion of research proposal submissions to external funding bodies
- (e) involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- (f) occasional contributions to the teaching program within the field of the staff member's research
- (g) attendance at meetings and a major role in planning and committee work

## **LEVEL E (Principal Research Fellow)**

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research within their institution, discipline and/or profession and within the scholarly and/or general community. A Level E research academic will foster excellence in research, research policy and research training.

## **Skill Base**

A Level E research academic shall have the same skill base as a Level D research academic but will be recognised as a leading authority in the relevant discipline area.

## **Specific Duties**

In addition to the above, specific duties required of a Level E research academic may include:

- (a) management of all aspects of research including project leadership management of research teams, and mentoring of early career researchers
- (b) responsibility for the oversight of financial management of grants
- (c) supervision of major honours or postgraduate research projects
- (d) responsibility for preparation of research proposal submissions to external funding bodies
- (e) participation in community and professional activities, including involvement in commercial sector where appropriate

- (f) involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- (g) occasional contributions to the teaching program within the field of the staff member's research
- (h) attendance at meetings and a major role in planning and committee work.

## SCHEDULE FIVE: SESSIONAL ACADEMIC STAFF POSITIONS

The definitions for sessional academic position classifications and sessional marking arrangements are outlined below.

### 1. SESSIONAL LECTURING

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

Lectures are typically instructive, oral presentations delivered by teaching staff or guest lecturer.

These lectures are related to the themes or concepts of the unit and may include guided interaction.

A sessional academic staff member required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and the directly associated working time shall be paid at a rate for each hour of lecture delivered according to the table below.

Directly associated working time means duties in the nature of marking and assessment directly related to and undertaken during the lecture, as well as preparation and student consultation.

<b>Basic Lecture:</b>	1 hour of delivery and 2 hours of associated working time.
<b>Developed Lecture:</b>	1 hour of delivery and 3 hours of associated working time.
<b>Specialised Lecture:</b>	1 hour of delivery and 4 hours of associated working time.
<b>Repeat Lecture:</b>	1 hour of delivery and 1 hour of associated working time, provided that the repeat lecture applies to a lecture in the same subject matter delivered within a period of 7 days.

### 2. SESSIONAL TUTORING

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

Tutorials support learners to consolidate concepts and information that have been presented in lectures and/or through core learning materials.

Tutorials are facilitated by teaching staff who engage learners in activities such as analysis, problem solving, debate and discussion.

A sessional academic staff member required to provide a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and the directly associated working time shall be paid at a rate for each hour of tutorial delivered according to the table below.

Directly associated working time means duties in the nature of marking and assessment directly related to and undertaken during the tutorial, as well as preparation and student consultation.

<b>Normal Tutorial:</b>	1 hour of delivery and 2 hours of associated working time.
<b>Repeat Tutorial:</b>	1 hour of delivery and 1 hour of associated working time, provided that the repeat tutorial applies to a tutorial in the same subject matter delivered within a period of 7 days.
<b>Normal Tutorial – PhD/Coordination:</b>	1 hour of delivery and 2 hours of associated working time, in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification.
<b>Repeat Tutorial – PhD/Coordination:</b>	1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification, provided that the repeat tutorial applies to a tutorial in the same subject matter delivered within a period of 7 days.

### 3. MUSIC ACCOMPANYING

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

A sessional academic staff member required to provide music accompanying with directly associated working time in the nature of preparation shall be paid at a rate for each hour of music accompanying delivered according to the table below.

<b>Music Accompanying – Normal:</b>	1 hour of delivery and 1 hour of associated working time.
<b>Music Accompanying – PhD/Coordination:</b>	1 hour of delivery and 1 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

### 4. CLINICAL HEALTH EDUCATION

Clinical health education means the conduct of health education in a clinical setting.

Health clinics provide opportunities for learners to apply their professional and practical understanding through observing and treating patients/clients in real-world health clinical practice setting.

A sessional academic staff member required to provide clinical health education and the directly associated working time shall be paid at a rate for each hour of clinical health education delivered according to the table below.

Directly associated working time means marking and assessment directly related to and undertaken during the clinical health education session, as well as preparation and student consultation.

<b>Normal Preparation Required:</b>	1 hour of delivery and 1 hour of associated working time.
<b>Little Preparation Required:</b>	1 hour of delivery and 0.5 hour of associated working time.
<b>Normal Preparation Required – PhD/Coordination:</b>	1 hour of delivery and 1 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.
<b>Little Preparation Required – PhD/Coordination:</b>	1 hour of delivery and 0.5 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

### 5. SESSIONAL MARKING

Marking and assessment duties shall be set by the Head of School and will be paid for at the prescribed marking rate, except in the case of marking and assessment directly related to and undertaken during the lecture, tutorial or clinical nurse education session.

Sessional staff members must obtain prior approval for any marking and assessment work in excess of the set hours. Approved marking and assessment work in excess of the set hours will be paid for at the prescribed marking rate.

### 6. SESSIONAL MARKING LEVELS

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

**Standard Marking – PhD/Coordination:** Standard marking, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

## 7. OTHER REQUIRED ACADEMIC ACTIVITIES

**Other Required Academic Activities:** Work that a person, acting as or on behalf of the University requires the sessional academic to perform and that is performed in accordance with any such requirement, and includes but is not limited to:

- (a) the conduct of workshops and preparation for such activities as required and agreed with the Head of School. Workshops focus on learners engaging in active learning approaches with guidance and support provided by teaching staff or other experts. Workshops often involve learners working in groups;
- (b) the conduct of practical classes and preparation for such activities as required and agreed with the Head of School. Practicals are activities or assessments designed to replicate real-world situations for learners to demonstrate their professional and practical understanding of their respective discipline. Practicals are often necessary for professional standard requirements and are undertaken in authentic and often specialist learning environments (e.g. laboratories or computer labs) with an experienced supervisor who provides constructive feedback;
- (c) the conduct of clinical sessions other than clinical health education and preparation for such activities as required and agreed with the Head of School. Clinics provide opportunities for learners to apply their professional and practical understanding through engaging with clients in real-world situations;
- (d) the conduct of student field trip and preparation for such activities as required and agreed with the Head of School. Field Trips are practical activities delivered at off-campus locations that may involve observation and/or skill development to further learners' understanding of content, methodology, or research in a real-world situation;
- (e) the conduct of performance sessions and preparation for such activities as required and agreed with the Head of School. Performances are practical demonstrations of understanding, skill, technique, or competence informed by feedback from prior learning (e.g. workshops or studios);
- (f) the conduct of simulation sessions and preparation for such activities as required and agreed with the Head of School. Simulations are where learners engage in simulated real-world environments and draw on knowledge and practice to critically analyse situations, synthesise evidence and data, determine priorities and formulate appropriate interventions;
- (g) the conduct of studio sessions and preparation for such activities as required, and agreed with the Head of School. Studios provide learners with the opportunity to practise and demonstrate their understanding through the development of creative skills, problem solving, processes or works/artifacts specific to the discipline. Studios typically simulate authentic, real-world environments and/or outcomes;
- (h) the conduct of supplementary tuition as part of the Keystones of Success program and preparation for such activities as required, and agreed with the authorised officer;
- (i) development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;
- (j) consultation with students;

- (k) supervision;
- (l) attendance at departmental and/or faculty meetings as required by the Head of School including meetings related to moderation and assessment;
- (m) moderating a discussion forum online or in person, being available for student consultation online or in person, being available for consultation/assistance/guidance online or in person on a specific activity such as a simulation and that no preparation or follow up is required outside of paid time; and
- (n) attendance at any activities set out in this Schedule from 1 to 5.

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

**Other Required Academic Activities – PhD/Coordination:** In circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.



## SCHEDULE SIX: QUT COLLEGE EDUCATORS

Staff employed as Educators in QUT College will be employed under the following arrangements in this Schedule Six. Unless expressly stated, the terms of this Agreement (other than Schedule Six) do not apply to staff employed as Educators in QUT College.

### 1. DEFINITIONS

- 1.1 **'Contact hours'** mean hours of work in which an Educator is engaged in teaching and supervision of students in scheduled classes, including computer laboratory classes and practical laboratory sessions, but does not include time spent on consulting with students, tours or excursions, materials development, course preparation, marking and assessment or administration.
- 1.2 **'Continuous Service in a Fixed-Term Position'** means a period of service which is unbroken. 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.
- 1.3 **'Co-ordinators'** are responsible for the co-ordination and development of an identified Program or portfolio in conjunction with the relevant supervisor.
- 1.4 **'English Language Program (ELP) Educator' (ELP Educator)** means a qualified staff member engaged to conduct, teach, prepare and assess classes and to perform any or all teaching related duties that may be required. These may include but are not limited to, delivering General English Programs, English for Academic Purposes Programs and/or English for Specific Purposes (ESP) courses.
- 1.5 **'Senior Educators'** are University Entry Program Educators who are also responsible for the co-ordination and development of a subject area or portfolio and/or a discipline/curricula lead.
- 1.6 **'Union'** means a Union covered by this Agreement.
- 1.7 **'University Entry Program (UEP) Educator' (UEP Educator)** means a qualified staff member engaged to conduct, teach, prepare, and assess classes and to perform any or all teaching related duties that may be required. These may include but are not limited to, delivering Foundation and University Diploma programs and University Certificate and Graduate Certificate programs.

### 2. HOURS OF WORK

#### 2.1 Ongoing and Fixed-term Educators

- 2.1.1 Ongoing and Fixed-term Educators are appointed to work a work cycle of 72.5 hours over a two (2) week cycle. Part-time Educators will work the contracted hours over a two (2) week cycle.
- 2.1.2 The span of hours will be 8am – 6pm Monday to Friday.
- 2.1.3 Part-time Educators will be paid a minimum of two (2) hours work on each occasion they are required by the University to work, inclusive of any incorporated time for preparation or associated working time.

- 2.1.4 Contact hours will be reduced in recognition of additional allocated duties and other relevant factors in the Workload Models.
- 2.1.5 The maximum contact hours for full-time ELP Educators are 800 contact hours per annum. Contact hours for full-time ELP Educators shall not exceed 20 hours per week.
- 2.1.6 The maximum contact hours for full-time UEP Educators in the University Diploma/Certificate Programs are 624 contact hours per annum. Full-time UEP Educators in the University Diploma/Certificate Programs shall be required to undertake up to 16 contact hours per week in each teaching term. Non-teaching periods will be available to Educators each semester, in accordance with the scheduled breaks in the QUT College teaching program.
- 2.1.7 The maximum contact hours for full-time UEP Educators in the Foundation Program are 702 contact hours per annum. Full-time UEP Educators in the Foundation Program shall be required to undertake up to 18 contact hours per week in each teaching term. Non-teaching periods will be available to Educators each semester, in accordance with the scheduled breaks in the QUT College teaching program.
- 2.1.8 Where a full-time UEP Educator undertakes teaching in both the University Diploma/Certificate Programs and Foundation/Non-Award Programs the UEP Educator's total maximum contact hours per week will be calculated as a percentage of the maximum contact hours per week for each Program.

## **2.2 Sessional Educators**

ELP Educators employed on a sessional basis may work a maximum of 25 teaching contact hours per week by mutual agreement. UEP Educators employed on a sessional basis may work a maximum of 20 teaching contact hours per week by mutual agreement. Educators employed on a sessional basis will not normally be required to undertake more than 6 contact hours in any one day unless otherwise agreed.

## **2.3 Off-Campus or Outside Span of Hours**

All work performed off-campus or outside of the span of hours must be authorised by the University prior to the work commencing.

## **2.4 Individual Flexibility Arrangement**

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

An Educator covered by this Schedule 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 Educator's span of hours working arrangement (clause 2.1.2); or
  - (ii) the Educator's mode of employment, being changes from part-time to full-time, or at the request of the Educator from full-time to part-time for a specified period (including a return to work after parental leave) (clause 2.1);
- (b) the arrangement meets the genuine needs of the University and the Educator 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 Educator, 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.
- 2.4.2 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 Educator being better off overall than the Educator would be if no arrangement was made; and
  - (d) are consistent with the University's responsibilities to provide a safe and healthy working environment.
- 2.4.3 The University must ensure that the Individual Flexibility Arrangement:
  - (a) is in writing;
  - (b) includes the name of the University and the Educator;
  - (c) is signed by the University and the Educator and if the Educator is under 18 years of age, signed by a parent or guardian of the Educator;
  - (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 Educator 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 Educator and the University.
- 2.4.4 The University must give the Educator a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.
- 2.4.5 The University or the Educator 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 Educator agree in writing – at any time.
- 2.4.6 An Educator 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 Educators who have requested representation in relation to the negotiation of an individual flexibility arrangement. Such access shall include time to confer with Educators, where necessary, to ensure the efficient negotiation of the arrangement.

### **3. OVERTIME**

#### **3.1 Eligibility for overtime**

- 3.1.1 All overtime must be authorised by the supervisor prior to the work taking place.
- 3.1.2 In relation to full-time Educators (excluding Educators with an Individual Flexibility Arrangement (see clause 2.4.1(a)(i))) overtime occurs when the Educator is required to work:

- (a) outside of the span of hours; or
  - (b) more than ten (10) hours in any one (1) day; or
  - (c) more than 72.5 hours in the two (2) week cycle.
- 3.1.3 In relation to full-time Educators with an Individual Flexibility Arrangement (see clause 2.4.1(a)(i)) overtime occurs when the Educator is required to work:
- (a) outside their varied span of hours in accordance with an Individual Flexibility Arrangement pursuant to clause 2.4.1(a)(i); or
  - (b) more than ten (10) hours in any one (1) day; or
  - (c) more than 72.5 hours in the two (2) week cycle.
- 3.1.4 In relation to part-time Educators (excluding Educators with an Individual Flexibility Arrangement (see clause 2.4.1(a)(i))) overtime occurs when the Educator is required to work:
- (a) outside of the span of hours; or
  - (b) more than ten (10) hours in any one (1) day; or
  - (c) in excess of the total number of contracted hours in their two (2) week cycle.
- 3.1.5 In relation to part-time Educators with an Individual Flexibility Arrangement (see clause 2.4.1(a)(i)) overtime occurs when the Educator is required to work:
- (a) outside their varied span of hours in accordance with an Individual Flexibility Arrangement pursuant to clause 2.4.1(a)(i); or
  - (b) more than ten (10) hours in any one (1) day; or
  - (c) in excess of the total number of contracted hours in their two (2) week cycle.
- 3.1.6 The rates payable for overtime are as outlined below:

Category of staff	Rate
Educators	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.

- 3.1.7 The University and the Educator may agree that overtime may be taken as time off in lieu of payment. Time off in lieu accrues at the appropriate overtime rate.
- 3.1.8 Overtime only occurs where work cannot reasonably be performed during the span of hours.

## 3.2 Meal allowance during overtime

- 3.2.1 Meal allowance 1 and meal allowance 2 are cumulative payments.
- 3.2.2 For the purposes of this subclause 3.2, overtime work does not include work in excess of 72.5 ordinary hours (see clause 3.1.2(c) & 3.1.3(c) of this Schedule) or contracted hours (see clause 3.1.4(c) & 3.1.5(c) of this Schedule) in the two (2) week cycle.
- 3.2.3 An Educator is entitled to be paid a meal allowance (meal allowance 1) in addition to any payment for overtime where the Educator is required to work overtime for

more than one (1) hour and they cannot reasonably be expected to return to their residence for a meal.

3.2.4 An Educator with an Individual Flexibility Arrangement (see clause 2.4.1(a)(i)) is entitled to be paid a meal allowance (meal allowance 1) in addition to any payment for overtime where the Educator is required to work overtime for more than one (1) hour or they work more than ten (10) hours in any one day and in either case they cannot reasonably be expected to return to their residence for a meal.

3.2.5 An Educator (including an Educator with an Individual Flexible Arrangement (see clause 2.4.1(a)(i))) is entitled to be paid a meal allowance (meal allowance 2) in addition to any payment for overtime where the Educator 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.

### **3.3 Non-Cumulation of Penalties**

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

## **4. 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 3.1.1, an Educator 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 Educator.
- (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 supervisor an Educator 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 an Educator 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.

## **5. MEAL BREAKS**

No Educator will be required to work more than five (5) consecutive hours without an unpaid meal break of at least thirty (30) minutes. Educators required to work overtime are entitled to be paid the prescribed meal allowance (refer to subclause 3.2).

## **6. REST PAUSES**

6.1 Each Educator 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 Educator 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.

- 6.2** 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.

## **7. CLASS SIZE**

Class size for English Language Programs will be in accordance with the National ELICOS Standards provided for under legislation. The ratio of ELP Educators to students in student visa or non-student visa classes e.g. Study tours on Tourist visas will not exceed the requirements provided for in legislation.

## **8. REMUNERATION**

### **8.1 Salary**

#### **8.1.1 Ongoing and fixed-Term ELP Educators**

- (a) The classification structure and salaries of ELP Educators are outlined in Attachment 1.
- (b) On appointment, a full-time ELP Educator shall be placed on a salary level commensurate with the minimum salary level for their qualifications and experience by reference to Attachment 2.

#### **8.1.2 Ongoing and fixed-term UEP Educators**

- (a) The salaries of full-time UEP Educators in the University Diploma/Certificate and Foundation Programs are aligned with the rates for academic staff (Level A) found in Schedule One.
- (b) UEP Educators may apply to be promoted to Senior Educator in accordance with the International College University Entry Program Promotion Guidelines. The salaries of full-time Senior Educators are aligned with the rates for academic staff (Level B steps 1-3) found in Schedule One. The QUT College University Entry Program Promotion Guidelines will not be changed without prior consultation with the Union.

### **8.2 Sessional Educators**

**8.2.1** The rates of sessional Educators includes teaching in scheduled classes and associated lesson preparation, marking (subject to applicable marking and assessment arrangements), written feedback on student progress and student consultation.

**8.2.2** The rates of UEP Educators employed on a sessional basis are aligned with the rates for sessional academic staff as outlined in Schedule Two in accordance with the following:

- (a) Staff employed on a sessional basis in the Foundation Programs shall receive the salary rate for Sessional Tutoring (Normal) and the rate for Sessional Tutoring (Repeat) for classes given in the same subject matter within a period of seven (7) days.
- (b) Staff employed on a sessional basis in the University Diploma/Certificate Programs shall receive the salary rates for Sessional Lecturing (Basic and Repeat) and Sessional Tutoring (Normal and Repeat) for class contact duties as applicable.

- 8.2.3 ELP Educators employed on a sessional basis will be paid the salary rates outlined in Attachment 1. Upon appointment, Sessional Educators will be placed on a salary level commensurate with their qualifications and experience, as outlined in Attachment 1.
- 8.2.4 The salary rate for Sessional Other Required Academic Activity (Normal) will be paid as applicable for additional required non-contact duties.
- 8.2.5 Marking and assessment by sessional UEP Educators in the Foundation/Non-Award Programs will be undertaken in accordance with the following:
- (a) Marking and assessment which forms part of the associated duties of a sessional Educator can be accumulated across the entire period of teaching.
  - (b) Marking and assessment duties up to ten (10) hours across the teaching period shall apply for each thirteen (13) hours of actual class contact (or its equivalent under on-line and flexible delivery arrangements). Any marking and assessment work in excess of ten (10) hours will be paid at the appropriate marking rate. For each hour of actual class contact less or more than thirteen (13) hours, the ten (10) hours marking and assessment time shall be decreased or increased proportionately.
  - (c) Supervisors are required to specify in writing the marking and assessment that sessional Educators will be required to undertake during the teaching period. Sessional Educators will be asked to maintain a log of time spent on marking and assessment.
  - (d) In units or courses which require sessional Educators to have an above average amount of consultation with students, an accumulation of less than ten (10) hours of marking and assessment (for each thirteen (13) hours of class contact) may be agreed. Any marking and assessment work in excess of the agreed hours will be paid at the appropriate marking rate.
- 8.2.6 Marking and assessment by sessional UEP Educators in the University Diploma/Certificate Programs will be undertaken in accordance with Schedule Five, clause 5 of the Agreement.
- 8.2.7 Sessional ELP Educators in the English for Academic Purposes (EAP) Program marking the “EAP Assignment” will be paid at the prescribed marking rate.
- 8.2.8 Sessional Educators who hold a PhD will be paid as above at the relevant PhD rate in accordance with Schedule 2.

### **8.3 Incremental Progression**

- 8.3.1 Incremental progression is available for Educators excluding those at the top salary point of the relevant level. Recommendations on incremental progression are on the basis of satisfactory performance.
- 8.3.2 An increment may only be withheld on performance grounds where an Educator is subject to the formal procedures relating to unsatisfactory performance (clause 10.8) which commenced at least four (4) weeks before the increment is due.
- 8.3.3 Where unsatisfactory performance, as per subclause 10.8, has been invoked and is subsequently resolved satisfactorily, the Educator's increment will be effective from the date the decision was made that the Educator had demonstrated satisfactory performance.



## **8.4 Flexible Remuneration Scheme**

- 8.4.1 The Flexible Remuneration Scheme is available to all ongoing and fixed-term Educators, provided that the fixed-term appointment is for a minimum period of twelve (12) months.
- 8.4.2 Eligible Educators may enter into a Flexible Remuneration Scheme with the authorised providers of the University.
- 8.4.3 The Scheme provides for Educators to package gross salary, in return for non-cash benefits offered by the University. Educators are required to meet the full cost of the provision of such benefits and associated taxation and administration costs.
- 8.4.4 Participation in the Scheme is voluntary and reviewed annually. Participants are encouraged to seek financial advice prior to participating in the Scheme. Educators who choose not to seek financial advice will be required to sign a release form and submit it to the Human Resources Department.
- 8.4.5 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.

## **9. LEAVE**

Provisions relating to leave are as outlined in clause 24.0 of this Agreement.

## **10. OTHER CONDITIONS**

### **10.1 Categories of Appointment**

Categories of appointment are in accordance with 26.0 of this agreement.

### **10.2 Modes of Employment**

Modes of employment are in accordance with clause 28.0 of this agreement.

### **10.3 Intellectual Freedom**

- 10.3.1 The rights of intellectual freedom will be recognised and protected including the rights of staff 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.
- 10.3.2 In exercising intellectual freedom in accordance with clause 10.3.1, Educators 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 Schedule for exercising intellectual freedom.
- 10.3.3 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.

### **10.4 Probation**

Probation and any review or appeal process will be in accordance with clause 36.0 of this Agreement, provided that reference to the FASC will be a reference to the Faculty of Creative Industries, Education, Social Justice FASC.



## **10.5 Allocation of Workload**

- 10.5.1 The duties of each staff member will be determined by the relevant supervisor who will ensure that workloads are reasonable, can be undertaken within the ordinary hours of work, and are distributed equitably amongst all ongoing and fixed-term staff.
- 10.5.2 Workloads will be allocated by the relevant supervisor and in accordance with the English Language Program Guidelines for Workload Allocation (**Guidelines**) or University Entry Program Workload Model (**Model**). The Guidelines for Workload Allocation will be developed in Consultation with the relevant staff and will include considerations such as class contact, class size, type of teaching, level of students, and other associated duties and expected activities. The University will not initiate a review of the current Guidelines and Model until January 2024. The purpose of this review is to promote a process in the Guidelines and Model for reasonable staff workload allocations for all required work. Any review will involve Consultation with staff and the Union.
- 10.5.3 The duties (including all relevant areas of work) of each staff member over a relevant period (usually a year) will be determined by the relevant Supervisor following adequate and proper Consultation with the staff member.
- 10.5.4 Staff members may raise concerns about the allocation of their workload with their supervisor in the first instance. Where the matter remains unresolved, the staff member may raise their concern in accordance with the Workload Review process in subclause 38.6 of this Agreement.
- 10.5.5 It is acknowledged that any period of significant unplanned leave may impact on the workload of that staff member or their colleagues. In such cases, the relevant supervisor will consult with that staff member and other educators (as soon as possible) regarding any proposed variations to existing workloads to ensure that each staff member has a reasonable workload.

## **10.6 Career Planning, Development and Performance Expectations**

Career Planning, Development and Performance Expectations are in accordance with clause 35.0 of this Agreement.

## **10.7 Staff Development**

Staff appointed on an ongoing or fixed-term basis (for more than twelve (12) months) are eligible to apply for study assistance and conference attendance as outlined in Chapter B of the Manual of Policies and Procedures.

## **10.8 Managing Unsatisfactory Performance**

Provisions relating to managing unsatisfactory performance are as outlined in clause 41.0 of this Agreement.

## **10.9 Disciplinary Action for Misconduct/Serious Misconduct**

Provisions relating to disciplinary action for misconduct and serious misconduct are as outlined in clause 42.0 of this Agreement.

## **10.10 Voluntary and Involuntary Redundancy – Ongoing and Fixed-term Appointments**

Provisions relating to voluntary and involuntary redundancy are as outlined in clause 46.0 of this Agreement.

Redeployment provisions are as outlined in the University Redeployment Policy contained in the Manual of Policies and Procedures.

### 10.11 Medical Conditions Affecting Work

Provisions relating to medical conditions affecting work are as outlined in clause 44.0 of this Agreement.

### 10.12 Notice of Termination and Resignation

10.12.1 For Educators appointed to ongoing positions, in the case of termination of employment during the period of probation or for reasons of unsatisfactory performance the period of notice required to be given by the University is eight (8) weeks.

At the discretion of the Authorising Officer, payment may be made in lieu of any or all of the required period of notice.

10.12.2 Educators appointed to ongoing positions are required to give a minimum of eight (8) weeks' notice of resignation unless an Educator's contract of employment specifies a different period of notice.

At the discretion of the Authorising Officer, the University may accept a shorter period of notice.

10.12.3 In the case of termination of employment of Educators appointed to fixed-term positions the University will provide the following periods of notice:

- (a) three (3) weeks' notice for termination during the period of probation; or
- (b) notice as outlined below:

Period of Continuous Service in a Fixed-Term Position	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, Educators 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.

At the discretion of the Authorising Officer, payment may be made in lieu of any or all of the required period of notice.

10.12.4 Unless otherwise specified in an Educator's contract of employment, the notice of resignation required to be given by an Educator appointed to a fixed-term position will be the same as that required of the University under clause 10.12.3 except that there will be no additional notice based on the age of the Educator concerned.

At the discretion of the Authorising Officer, the University may accept a shorter period of notice.

10.12.5 If an Educator fails to give the required notice, the University may withhold and debit monies due to the Educator 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.

### 10.13 Committees

10.13.1 Where a Committee is required to be established under the provisions for probation, managing unsatisfactory performance, disciplinary action for misconduct/serious misconduct and voluntary and involuntary redundancy the Committee shall be established as expeditiously as possible.

10.13.2 The Committee's composition will be in accordance with clause 43.0 of this Agreement.

**10.14 The provisions outlined in the following clauses of this Agreement apply to Educators of the QUT College:**

Union Participation and Resources	clause 8.0
Job Security	clause 9.0
Managing Change	clause 10.0
Outsourcing	clause 11.0
Disputes Arising from this Agreement	clause 13.0
Salary Divisor	clause 18.0
Salary Increases	clause 19.1
Allowances	clause 20.0
Superannuation	clause 21.0
Purchased Leave Scheme	clause 25.0
Aboriginal and Torres Strait Islander Employment – Cultural and Ceremonial Leave	clause 30.4

**ENGLISH LANGUAGE PROGRAM (ELP) EDUCATORS**

\* 4.8% is paid as follows:

- a) 3% payable as an administrative increase from the first full paid period on or after 1 December 2022; and
- b) the remaining 1.8% (calculated on the rate prior to the increase at clause 19.1(a)(i) of the Agreement) payable from the first full paid period following successful ballot of this Agreement.

**FULL TIME EMPLOYEES SALARY RATES****Salary per annum**

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%
ELICO	01	\$67,962.85	\$70,545.68	\$73,015.04	\$74,475.51
	02	\$69,121.47	\$71,748.14	\$74,259.49	\$75,744.76
	03	\$71,420.46	\$74,134.53	\$76,729.37	\$78,264.20
	04	\$73,784.41	\$76,588.22	\$79,268.90	\$80,854.34
	05	\$77,455.43	\$80,398.82	\$83,212.82	\$84,877.31
	06	\$79,884.61	\$82,920.35	\$85,822.79	\$87,539.46
	07	\$82,343.26	\$85,472.41	\$88,464.07	\$90,233.44
	08	\$84,783.13	\$88,004.90	\$91,085.26	\$92,907.07
	09	\$87,250.39	\$90,566.08	\$93,735.93	\$95,610.70
	10	\$90,417.37	\$93,853.33	\$97,138.23	\$99,081.10
	11	\$93,357.37	\$96,904.99	\$100,296.86	\$102,302.87
	12	\$95,961.34	\$99,608.11	\$103,094.42	\$105,156.51

## Responsibility Allowance

Where a ELP Educator is appointed to a position of responsibility which exceeds the responsibility of ELP Educators an allowance will be paid in addition to the substantive salary.

Level	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	Description (in consultation with the Authorising Officer)
	* 4.8%	3.8%	3.5%	2%	
RESP 1	\$6,494.61	\$6,741.41	\$6,977.36	\$7,116.91	Coordinate programs or portfolio according to the College's workload model.
RESP 2	\$9,092.63	\$9,438.15	\$9,768.49	\$9,963.86	Duties as in (1) plus additional responsibilities as a result of increase student enrolments, staff and course offerings. Assist with selection of staff and timetabling as applicable.
RESP 3	\$11,690.65	\$12,134.90	\$12,559.63	\$12,810.83	Duties as in (2) plus further responsibilities as a result of increases in student enrolments, staff and course offerings. Assist with supervision of staff.

## Meal Allowance

Allowance	Clause in Schedule	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%
Meal allowance 1	3.2.3 or 3.2.4	\$18.17	\$18.86	\$19.52	\$19.91
Meal allowance 2	3.2.5	\$32.07	\$33.28	\$34.45	\$35.14

## SESSIONAL EMPLOYEES SALARY RATES

Note: The effective salary divisor has been incorporated into unit rates

Classification	Step	First full pay period following successful ballot of this Agreement (inclusive of 25% casual loading)  * 4.8%	First full pay period on or after 1/12/2023 (inclusive of 25% casual loading)  3.8%	First full pay period on or after 1/12/2024 (inclusive of 25% casual loading)  3.5%	First full pay period on or after 1/12/2025 (inclusive of 25% casual loading)  2%
SELI	01	\$85.59	\$88.84	\$91.95	\$93.79
	02	\$100.68	\$104.51	\$108.17	\$110.33

Sessional Step 1 – any Degree/Diploma (3 year minimum) plus recognised TESOL certificate and appropriate teaching experience.

To progress or be initially appointed to step 2, qualifications and experience equivalent to any Degree/Diploma (3 year minimum) plus recognised TESOL certificate and at least 5 years teaching experience.

Sessional Rate: This rate represents 1 hour of face-to-face teaching with an average of 1 hour of associated duties described in clause 8.2.1 of this Schedule.

## English Language Program (ELP) Educator Categories

Category A commences at Step 4 with a maximum of Level 12

Category B commences at Step 3 with a maximum of Level 12

Category C commences at Step 2 with a maximum of Level 12

Category D commences at Step 1 with a maximum of Level 9

Provided that a Category D staff member who achieves Level 9 may be promoted beyond that step where that staff member can demonstrate that they are able to carry out the full range of duties carried out by a Category A, B or C staff member.

Based on an assessment of an Educator's qualifications, an Educator shall be assigned to one of the following categories:

### Category A

Degree and Diploma of Education or equivalent and either a Diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or Post-Graduate Diploma in applied linguistics, languages other than English (LOTE), multicultural education.

### Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

### Category C

Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate;

Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

### Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL.

Educators shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:

- (a) one increment for each year of full-time TESOL teaching or equivalent
- (b) one increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments
- (c) an Educator shall accrue equivalent full-time experience for a period of part-time service on a pro-rata basis

## **SCHEDULE SEVEN: CONTINGENT RESEARCH FUNDED APPOINTMENT**

### **I. ELIGIBILITY FOR CONTINUING (CONTINGENT RESEARCH FUNDED) APPOINTMENT**

**I.1** A fixed-term staff member appointed to a position(s) engaged in 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 41.0); 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**

**2.1** A fixed-term staff member eligible under the conditions of subclause I.1 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**

**3.1** The University may refuse an application for conversion under subclause I.1 on the grounds that:

- (a) the criteria in subclause I.1 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**

**4.1** 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 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 46.0;
- (c) clause 47.0.

**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**

**5.5.1** 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(a) 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 contingent research funded role	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.

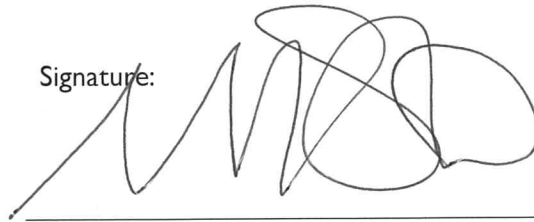
Signed for and on behalf of:

**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

# Amendment commencing on 1 January 2014

## 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).