

SCHEDULE TO QUEENSLAND UNIVERSITY OF TECHNOLOGY ENTERPRISE AGREEMENT (PROFESSIONAL STAFF) 2018-2021

TO BE KNOWN AS THE COVID-19 SCHEDULE

PART 1: INTRODUCTION AND OPERATIVE PARTS

- 1.1 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of COVID-19 on the University.
- 2. Operative parts**
- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 31 December 2021.
- 2.3 The Professional Staff Consultative Committee (PSCC) will consult and act as a forum for discussion on various workplace relations issues relating to this Schedule, including the implementation of clause 20 of this Schedule.
- 2.4 The terms of this Schedule shall prevail over the terms of the Agreement, but only to the extent of any inconsistency.

Restorations upon expiry of this Schedule

- 2.5 Upon the expiry of this Schedule, all rates of pay will be restored prospectively, and service shall be calculated as if this Schedule and measures taken under it never had effect. However, for the avoidance of doubt, this clause does not create any entitlement for a staff member to make a claim for back-pay or leave loading in respect of any period during which this Schedule applied.

PART 2: JOB PROTECTION MEASURES

3. Stand down

- 3.1 Until 31 December 2021, the University will not stand down any staff member without pay under s.524 of the FW Act due to the direct financial impact of COVID-19 on the University.
- 3.2 For the avoidance of doubt, where a staff member could be stood down under s524 of the FW Act due to the financial impact of COVID-19, the University will continue to pay the staff member's normal salary.

4. Fixed-term recruitment

- 4.1 All vacant fixed-term positions will be advertised via *Jobs at QUT* unless otherwise approved by the Executive Director, Human Resources. All vacant fixed-term positions will only initially be open to current QUT staff and staff who were employed at the University on 23 April 2020.

5. Allocation of Work

- 5.1 Nothing in this clause limits the provisions set out in clauses 18 or 51 of the Agreement.
- 5.2 Subject to clause 5.1, where an area or role has been restructured, or there is no work or insufficient work available for a continuing staff member, the University will seek to identify other work for that staff member to perform. This allocation of work for these

purposes shall take precedence over the allocations described in clauses 5.3 to 5.4.

- 5.3 Subject to clauses 5.1 and 5.2, where there is work required to be performed and that work was performed by a casual staff member who had been employed by the University and had a reasonable expectation that they would continue to be offered that work by the University, then the casual staff member will continue to be engaged to perform that work. Where such a casual staff member suffers a reduction in casual work or has no work as a result of the impact of COVID-19, then as far as administratively possible, the staff member will be preferentially offered the opportunity to resume that work upon it becoming available again.
- 5.4 Subject to clauses 5.1 and 5.2, where there is work required to be performed and that work was performed by a fixed-term staff member, and the staff member was not subject to any formal disciplinary procedures, the staff member shall be offered a new fixed-term contract if their contract comes to an end. Where a fixed-term staff member is not offered a further contract as a result of the impact of COVID-19, and the staff member was not subject to any formal disciplinary procedures, then as far as administratively possible, the staff member will be preferentially offered the opportunity for a further fixed-term contract upon that work becoming available again.
- 5.5 Notwithstanding clauses 5.3 to 5.4 nothing in clause 5 of this Schedule prevents the University from making workload allocation and selection decisions.

6. No new external appointments

- 6.1 No external appointment will be made whilst this Schedule is in effect except as follows:
- 6.1.1 applicants from Aboriginal and/or Torres Strait Islander backgrounds to whom positions may have been promoted;
- 6.1.2 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment shall be approved by the Vice-Chancellor and President and reported to the Professional Staff Consultative Committee; or
- 6.1.3 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020.
- 6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to staff who, if employed, would be covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

- 7.1 A staff member who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.
- 7.2 A staff member, other than a staff member described in clause 7.1, will be entitled to up to two weeks' paid leave (without deduction from other leave credits) if:
- 7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or
- 7.2.2 where in order to perform caring duties for a person for whom carers' leave

applies is required to isolate on medical advice or the advice of health authorities;
and

7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.

7.3 The entitlement under clause 7.1 shall also be extended to casual staff as paid special leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as staff entitled to paid sick/carer's leave.

7.4 The entitlements in this clause 7 shall be subject to the provision of reasonable evidence.

7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Staff at higher risk

8.1 Recognising the higher risk of COVID-19 faced by various groups of staff, the University will wherever possible facilitate periods of working from home beyond those mandated for this purpose for:

8.1.1 Aboriginal and/or Torres Strait Islander staff;

8.1.2 other staff in high risk groups (as defined by Australian Government Department of Health).

8.2 The University may ask for appropriate evidence from a registered health professional, in the case of clause 8.1.2.

9. Staff performance evaluation

9.1 The University will take into account, including beyond the life of the Agreement, the impact of COVID-19 on the working environment and personal lives, including performance relative to opportunity, of all staff when undertaking any performance evaluation or managing performance of any staff member.

10. Probationary staff members

10.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the staff member or the University. Any changes to targets must be agreed to by the staff member.

11. Superannuation

11.1 Where any measure in this Schedule would result in a reduction in employer superannuation contributions that would otherwise be paid to the staff member if the Schedule was not in effect, the University will continue to make contributions as if the Schedule had never come into operation.

11.2 Subject to the Rules of the superannuation fund, a staff member who is a member of a defined benefit scheme will continue to make contributions in alignment with the contributions made by the University.

12. Impact on service

Until 28 February 2022, a break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART 4: TEMPORARY CHANGES TO PAY

13. Salary Increases

13.1 Clause 21 of the Agreement is varied as follows:

21.1 Salary Increases

This Agreement provides for increases in salary rates as follows:

- (a) 2.25% from the first full paid period on or after 1 December 2018;
- (b) 2% from the first full paid period on or after 1 December 2019;
- (c) 0% from the first full paid period on or after 1 December 2020; and
- (d) 4.04% from the first full paid period on or after 1 December 2021.

13.2 The allowance increases referred to in Clause 22.1 and Schedule Two of the Agreement will take effect in accordance with Clause 21.1 as varied by this Schedule.

13.3 Schedule Two of the Agreement is varied to:

- (a) delete the column currently titled 'First full pay period on or after 1/12/2020'.
- (b) amend the column titled 'First full pay period on or after 1/12/2021 2.00%' to read 'First full pay period on or after 1/12/2021 4.04%'.

14. Leave loading

14.1 There will be no leave loading payable for the leave accrued from the date this Schedule comes into operation after approval by the Fair Work Commission until 31 December 2021.

PART 5: DIRECTIONS TO TAKE LEAVE

15. Christmas and New Year shutdown

15.1 The University will be shut down:

- (a) from 24 December 2020 to 31 December 2020; and
- (b) from 24 December 2021 to 31 December 2021.

15.2 Despite the operation of Clause 39 (Leave Entitlements) or any University policy, unless directed or agreed otherwise, staff covered by the Agreement will take leave during the period of the shut downs.

15.3 Where a staff member has not accrued sufficient paid leave to cover part or all of either shut down, the staff member will take any accrued recreation leave for the period for which they have accrued sufficient leave and will be entitled to take leave without pay or be granted recreation leave in advance for the remainder of the shut down at the staff member's discretion.

16. Recreation leave

16.1 The University may direct a staff member to take recreation leave on two weeks' notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.

16.2 Staff are entitled to retain a minimum 30 days balance, unless the Agreement allows for a lower minimum balance to remain.

16.3 The leave must be taken at a time that is agreed, but will be taken within two months of the direction and / or during the following Christmas and New Year

shut down.

- 16.4 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations.
- 16.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 16.6 By agreement with the University, a staff member may choose to take an extended period of recreation leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

17. Long service leave

- 17.1 Subject to the application of the NES, the University may, on two weeks' notice direct a staff member to take long service leave in accordance with this clause, where the direction is reasonable in all the circumstances. This clause does not limit the University's capacity to otherwise direct the taking of long service leave under the Agreement.
- 17.2 The University may direct a staff member to take long service leave to reduce their long service leave balance down to 65 working days.
- 17.3 The leave must be taken at a time that is agreed, but will be taken within two months of the direction and / or during the following Christmas and New Year shut down.
- 17.4 Leave will not be directed to be taken at a time when a staff member otherwise has unavoidable work obligations (e.g. grant applications).
- 17.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 17.6 By agreement with the University, a staff member may choose to take an extended period of long service leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART 6: TERMINATION OF EMPLOYMENT

18. Termination pay

- 18.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the staff member's final pay, including any severance payable (if applicable), will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken).

19. Redundancy

- 19.1 There will be no forced redundancies that take effect before 1 July 2021.

Redundancy pay

- 19.2 This Schedule does not affect redundancy or like payments, or provisions relating to notice periods as governed by the Agreement and the University's rights to introduce changes in accordance with the Agreement are otherwise unaffected by this Schedule.

20. Additional retraining fixed-term positions

- 20.1 The University has identified that additional, 12 month, retraining fixed-term positions will be created in areas that support prospective, new and existing students (**Additional Retraining Fixed-Term Positions**).
- 20.2 At least 40 Additional Retraining Fixed-Term Positions will be created for applications by staff engaged under this Agreement and the *Queensland University of Technology Enterprise Agreement (Academic Staff) 2018-2021 (Academic Staff Agreement)* whose positions are determined to be redundant.
- 20.3 Staff who are successful in their application for the Additional Retraining Fixed-Term Positions will be entitled to have any decision about whether to accept a voluntary redundancy, involuntary redundancy, redeployment or make a challenge to their redundancy under the terms of this Agreement deferred until that new 12 month position is at an end.
- 20.4 The Unions covered by this Agreement and who are eligible to represent staff who may be eligible for selection for the roles will be invited to form a committee with the University to assist in developing fair, transparent and robust selection protocols to assess applicants for the Additional Retraining Fixed-Term Positions. Selection decisions and final allocation of the available roles as between staff covered by this Agreement and the Academic Staff Agreement will be determined by the University.
- 20.5 This clause does not affect the University's rights or obligations in relation to the creation of other roles under the Agreement.

PART 7: EXPERT ASSESSMENT PANEL

21. Expert Assessment Panel

- 21.1 Before accessing any cost-saving measures in Parts 4 and 5 of this Schedule, the University must satisfy the Expert Assessment Panel (**EAP**) that the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will demonstrate how the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:
- 21.1.1 a cut in senior executive salaries higher than that borne by staff;
 - 21.1.2 reduction in capital works;
 - 21.1.3 reduction in travel;
 - 21.1.4 debt capabilities;
 - 21.1.5 drawing on cash reserves;
 - 21.1.6 drawing on investments.
- 21.2 All information provided by the University to the EAP is provided on a commercial in confidence basis.
- 21.3 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has satisfied the EAP that the cost saving measures selected by the University are proportional to the financial impact and the savings measures that the University has indicated it intends to use, and the extent to which

these measures are likely to protect jobs.

- 21.4 The University will take into consideration any response or feedback provided by the EAP to the report.
- 21.5 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.

PART 8: INTERPRETATION

22. Interpretation

- 22.1 Headings are to be used as a guide to interpretation.
- 22.2 The purpose and aims set out in clause 1.1 provide the context for this Schedule, and all terms should be interpreted in that context.
- 22.3 Reference to the singular is a reference to the plural and vice versa.

23. Definitions

- 23.1 The following definitions apply to terms contained in this Schedule.
- 23.1.1 **Agreement:** the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2018-2021*;
- 23.1.2 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;
- 23.1.3 **Expert Assessment Panel (or EAP):** the panel consisting of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair, created by the NTEU and University Vice-Chancellors as part of the Job Protection Framework architecture;
- 23.1.4 **FW Act:** the *Fair Work Act 2009* (Cth);
- 23.1.5 **NES:** is Part 2-2 of the FW Act;
- 23.1.6 **the University:** Queensland University of Technology;
- 23.1.7 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;
- 23.1.8 **voluntary redundancy:** where staff volunteer for redundancy.